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THE SOLICITORS' JOURNAL.

LONDON, MAY 5, 1860.

CURRENT TOPICS.

The recent appointment of Mr. Shadwell to the office vacated by the death of the late Mr. Martineau, calls for some remarks from us, not only as to the inappropriateness of this particular appointment, but as to the unsatisfactory manner in which places in the gift of Lord Chancellors have too often been dispensed.

The office of Taxing Master was, as many of our readers will doubtless remember, established under the auspices of Lord Lyndhurst. The original form of the Bill constituting this office made it open only to members of the Bar; and it was not without considerable opposition that the Bill was passed in its present shape, enabling solicitors of ten years' standing to hold the place. This just and proper amendment was introduced by the present Lord Chancellor himself; and a very considerable salary was attached, in order to ensure the services of men of experience and eminence in the profession. Of all the offices in connection with the Court of Chancery, that of Taxing Master leaves the largest amount of arbitrary power in the hands of an official. The intention, unquestionably, was to open it only to men whose professional incomes at least equalled the salary offered; and not to hold it out as a prize to needy practitioners, who had never succeeded in realizing an income of one quarter the amount. We know nothing of Mr. Shadwell personally; but we are sufficiently acquainted with his past career, as a professional man, to assert without hesitation, that he never occupied a position of that marked and acknowledged eminence which alone would stamp him, in the eyes of his professional brethren, as fully qualified for the post which has been conferred upon him. There is no one whose memory is more endeared to those who were honoured by his friendship, or more popular with the legal profession generally, than the late Vice-Chancellor of England; and were blood relationship the only qualification to be considered, we should be inclined to put Mr. Shadwell's claims as the nephew of Sir L. Shadwell before most others. But if we are to consider his talents, position, and general fitness for the office, we are compelled to protest earnestly against such an appointment. The appointment of Lord Chelmsford's "Unknown" to the Mastership in Lunacy, and his speedy abdication, is still fresh in the recollection of the public; and the rumour that a gentleman lately appointed to another important post has had rather too intimate an acquaintance with the theory and practice of that branch of the law so ably administered in a certain building in Portugal-street, is still floating like a thunder-cloud over Lincoln's-Inn, ready to burst into an open storm with the smallest additional spark of electricity. Let us hope that it will be long before such a spark is added; and that for the future, appointments will be made without such supreme regard to the claims of nepotism or relationship as has of late been manifested by custodians of the Great Seal.

Yesterday was the day of the private view at the Academy. Why should not the Journal of the Solicitors have its critique on the Exhibition as well as all the rest of the periodical press? A reason this year perhaps would be, that there are scarcely any legal portraits or pictures on legal subjects. Heretofore, besides judges and chancellors to the size of life, there have been Waitings for the Verdict, Acquittals, and other such pictures. In the hasty peep we could give between court-rising and sun-setting we found on the walls very little to interest the profession on legal or professional grounds. In the great room, Sir Watson Gordon has a picture (3) of Sir John Shaw Lefevre, not fine as a portrait, and as a painting rather a sketch by a great master failing in physical power than a finished picture. (65) D. T. Evans, F.G.S., barrister-at-law, by Pickersgill, R.A., to which we must append the same criticism, except so far as likeness goes, on which point the art critic of this Journal, not knowing the personal appearance of that gentleman nor that of Edward Bullen, Esq., special pleader, painted by order of his pupils (183), cannot speak. As to this latter picture, the cut of the trowsers and the costume generally impressed us more than we could have wished. The head, however, is fine as any head by the painter ought to be. He has painted the only brief which we saw in the Academy. J. A. Roebuck, M.P., Q.C., (by the same master) is a fine portrait, but paler even than the orator depicted. J. C. Webster, Esq., F.A.S., barrister-at-law, by the same artist (324), and Sir Lawrence Peel, by F. Grant, R.A. (298), complete our legal list. This latter picture is fine in colour, especially in the drapery. The figure is robed, but without a wig. We presume Calcutta is too hot for this not very picturesque appendage.

Owing to the unusual length of our parliamentary report, we are again compelled to postpone some articles and communications.

THE CASE OF *THE EARL OF SHREWSBURY* v. *TRAPPES.*

The Earl of Shrewsbury and Talbot deserves the gratitude of the profession for promoting the advancement of legal science by his numerous and interesting law suits. To say nothing of the famous litigation by which he successfully asserted his right to the earldom and estates of Shrewsbury, there is the *Lord Talbot's case*, so familiar to practitioners concerned in winding up insolvent companies; and during the last two weeks it has appeared in the court of Vice-Chancellor Wood, that his lordship's speculative turn of mind involved him in former years in foreign as well as British joint-stock enterprises, which have been fertile in complicated litigation. The case of *The Earl of Shrewsbury* v. *Trappes* presents a remarkable example of the sort of scheme which, in the years of eager speculation 1844 and 1845, allured men of sanguine character and abundant means to involve themselves in almost inextricable entanglements; and it also deserves attention for the light which it throws upon foreign methods of procedure, and upon the machinery of associations which seem to have successfully competed with the most ingenious of home-made contrivances for absorbing the capital of enthusiastic simpletons.

The complicated transactions which have been lately brought under the cognizance of Sir W. P. Wood, took their origin in the simple fact that, about the year 1842, the Count de Geloës was owner of extensive estates in Belgium, which were mortgaged to an amount exceeding any moderate estimate of their value. Now the principle of commercial association has been supposed to possess numerous virtues; and among others this, that it could make property valuable in many hands which, in the hands of a single owner, was admitted to be valueless. A company was projected with the professed object of purchasing these estates of the Count de Geloës, paying off the mortgages, and realising a profit to the shareholders. The expectations of success in this undertaking may not have been more extravagant than in many other brilliant but delusive schemes, which attracted

public favour during the same excited period. Perhaps the hopes of the founders of the association may have been limited to finding a wealthy dupe; and in this they perfectly succeeded. In that year of deceptive promise, 1844, there existed in Belgium, a joint-stock company, having transferable shares, called *La Société Civile Agricole et Forestière de Vière et Semois*. This company had been established for the purpose of rendering the insolvent estates of the Count de Geloës solvent, or at least of persuading some rich and trustful persons that that result might be expected from the skilful operations of the company and the magnificent destinies of industrious and fertile Belgium. The Earl of Shrewsbury, then called Lord Ingestre, had a natural capacity for swallowing this tempting bait. But before we bring his lordship upon the scene of his costly speculations in Belgian land, the curious constitution of the company demands a brief explanation. The *contrât de société* bore date the 28th June, 1842. The capital of the company was to be 5,700,000 francs. There were to be 5,700 shares of 1,000 francs each, and they were to be divided into three classes. The first class consisted of 3,500 shares, called *actions commanditaires*. They represented the amount of the mortgage debts with which the landed property of the company was charged. The creditors who took them appear to have renounced, during the period of ten years fixed for the duration of the company, the right to compel payment of their demands. The certificates of these shares were spoken of in the pleadings as "titles of debt" against the company, and they were said to be of the nature of *cédules hypothécaires*, or mortgage scrip. The holders of these did not participate in the profits or losses of the company, and were to come under no responsibility for its transactions. The certificates were transferable by indorsement. But supposing they were issued to the holder of a registered mortgage, and afterwards passed into other hands, they must become valueless. Thus, while these certificates had the outward character of negotiable securities, they possessed a real value only in the hands of the mortgagee or his assignee. They bore, however, the external aspect of negotiability; and this appears to have suggested the idea, that the liabilities of those who had indorsed them were similar to the liabilities which arise upon the indorsement of a bill of exchange. Suppose, for instance, that the mortgaged property proved insufficient to satisfy the mortgage, it was represented that the holder of the certificates could sue those who had indorsed them to him for the deficiency. Such, at least, was the account given to Lord Shrewsbury of the character and value of these certificates; and he was induced by the representations made to him to become the purchaser of certificates to the amount of 348,000 francs, and to accept bills to the extent of £16,000 in payment of the purchase-money. The object of the present suit was to restrain proceedings at law upon these bills, and to have the agreement for the purchase of the certificates set aside as procured by fraud.

The purchase of these certificates was, however, only one of many strange and imprudent steps taken by Lord Shrewsbury in connection with this *Société de Vière et Semois*, and its speculations in Belgian landed property. In that year of lively enterprise, 1844, the company appears to have provided itself with a couple of clever English associates, who might be useful in decoying into connection with it some countrymen of more wealth than wisdom. This judicious choice of agents was soon rewarded by the establishment of intimate relations between the company and the Earl of Shrewsbury. That adventurous nobleman lost no time in constituting himself the purchaser of all or nearly all the large estates which formed the company's stock in trade, at the price of 5,450,000 francs, or £218,000. It should be observed that at the formation of the company the mortgages on the estates amounted to about 3,550,000 francs, which sum was thought to be considerably beyond their value. This purchase by Lord Shrewsbury was effected by means of four *actes de vente* of four different estates, prepared and executed at Dunkirk, on the 9th December, 1844. These *actes* were in due form according to both the French and the Belgian law. The object of executing them in France was to avoid for a time the heavy fiscal dues which in Belgium would have become payable at the moment of their execution. There was an allegation on the part of the defendants, that the purchase-money really intended to be paid by Lord Shrewsbury was only 4,100,000 francs. Even this sum, however, exceeded the probable value of the property. It is certain that Lord Shrewsbury paid £20,000, in part performance of these contracts, and that that sum seems to have been divided among the astute managers of the company, and at any rate was wholly lost. It soon appeared that these contracts must be got rid of in order to secure Lord Shrewsbury against possible claims on behalf of the two insolvent Englishmen who had induced him to enter into the speculation, and whose names had been associated with his own as purchasers. Accordingly, a decree of the tribunal of Arlon in Belgium was obtained to set aside the four contracts. This step was taken by the advice of René Leveil, the principal defendant in the present suit, who now began to exercise great influence over Lord Shrewsbury in these transactions, and who seems to have directed at his pleasure the application of his lordship's funds. It was still assumed that the purchase of these estates was most desirable, and as Lord Shrewsbury had already sunk at least £20,000 in the speculation, he would naturally go on venturing more money in the hope of getting back his first advance. It was now suggested that his lordship should buy up certain registered mortgages upon parts of the estates, and take regular assignments of them, and thus entitle himself to proceed before the tribunal of Arlon for a judicial sale, when he might become the purchaser on advantageous terms. Accordingly, he remitted £4,000 to Leveil to take up one of these mortgages, which had come by assignment into the hands of the Bank of Industry at Antwerp. There were complicated pecuniary transactions between this bank and Leveil. The money remitted by Lord Shrewsbury was received by the bank, but he never got a transfer of the mortgage, and was in some way persuaded to remain content without it. There was another mortgage for £20,000, which Lord Shrewsbury was also recommended to take up; and for this purpose he accepted bills to the full amount due upon the mortgage, and sent the bills to Leveil, from whom they passed to the Bank of Industry. It was stated that Lord Shrewsbury had paid one-half of these bills, to the amount of £10,000; but the other half, to the like amount of £10,000, or some part of them, still remain unpaid, and attempts have been made by the liquidators of the bank to compel payment. No transfer of the mortgage of £20,000 was ever made to Lord Shrewsbury, and he now alleged that the amount paid by him on his above-mentioned acceptances, and also other large sums remitted by him to be employed in advancing his speculations, had been applied by Leveil to purposes of his own connected with the association and with the bank. In particular it was alleged that the bank held 348 shares or *actions* of the first class in the company, and that Leveil purchased these shares from the bank, or induced the bank to deliver them up to him, by means of money belonging to Lord Shrewsbury. Having obtained these shares from the bank, Leveil then persuaded Lord Shrewsbury to purchase them, representing that he would thus acquire the right of a mortgagee against the estates, a right against the bank similar to that of the holder of a bill of exchange against the indorser, and a further right of set-off against the bank in case it should sue him upon his acceptances which the bank held. The case alleged by the bill, therefore, was that, in the first place, these shares which Leveil induced

Lord Shrewsbury to purchase from him had really been purchased by Leveil from the bank with Lord Shrewsbury's own money; and secondly, that these shares were worthless when severed from the mortgages which they represented, and which the bank still held, and that the supposed analogy to bills of exchange was a mere figment wholly unauthorised by the Belgian law, so that the bank had incurred no liability by its indorsement. To complete the history of these curious and intricate transactions, it should be stated that in 1846 Lord Shrewsbury entered into a second contract with the company for the purchase of the estates, which was afterwards judicially annulled; and in 1850 he purchased a part of the estates at a judicial sale, but he failed to perform his contract, and the registration duty paid by him was forfeited.

Such is the outline of this remarkable litigation, which has occupied the Court more than seven entire days in argument, and upon the merits of which the Vice-Chancellor has reserved his judgment. The bill stated a letter from Leveil in which he informed Lord Shrewsbury that a "celebrated Paris advocate" confirmed the singular interpretation which we have noticed of the effect of the indorsement of the *actions* by the Bank of Industry. Several opinions of French lawyers upon the legal operation of these instruments were read, and we may expect in course of time to hear what Sir W. P. Wood thinks of those opinions and of the questions of foreign law discussed in them. It may be interesting to practitioners to know that a written opinion of a "celebrated Paris advocate" may be obtained for 50 francs or £2. Leveil wrote to Lord Shrewsbury that it was worth while to go to this expense to obtain reliable advice upon a point of so much importance; and he added that he had himself obtained a verbal opinion for his own guidance for £1 12*s*. Law is certainly cheaper in France and Belgium than it is here, but this case seems to prove that it is not better. When the judgment of the Court has been delivered, we shall offer some further observations upon the case; and it must in the meantime be borne in mind that we have as yet confined ourselves chiefly to the plaintiff's side of it. Upon a statement of a few leading facts there can be no doubt but the whole story of the dealings between Lord Shrewsbury and Leveil is eminently one which is capable of being told in two opposite ways.

THE LAW OF PRIZE FIGHTS.

We feel that some apology is due to our readers, for again alluding to the late fight for the championship. But there is something at once vexatious and ludicrous in the fact, that the brutal scene at Aldershott may possibly be re-enacted in some other locality, in defiance not only of law but of the will of the whole community. We say of the *whole;* for the proportion of prize-fighters and their abettors to the other sections of society is happily so small, that it may be fairly enough said to be the will of England that no future encounter in the prize ring shall take place either between Sayers and Heenan or between any others of the gladiatorial class. And yet such seems to be the apathy of those in power, that not only was the late encounter more than winked at, but it is not impossible that if the congress at the office of *Bell's Life*, or wherever else it may be sitting, should fail to settle amicably the affair of "the belt," a fresh battle may be arranged. Surely the law is strong enough to prevent this outrage, if its aid be properly sought. Let us see how this is; for the matter is one which concerns the credit of our boasted magisterial system. Now, our attention has been called to the fact, that Sayers at the time he fought was, and we presume is now, under a recognizance to come up for judgment to the Court of Queen's Bench, in respect of a breach of the peace for which he was indicted, and to which he pleaded guilty four years ago. This circumstance was formally brought before Sir Cornewall Lewis some time before the recent combat; but the law of circumlocution is not so easily broken as that of England; and it was only the evening before the fight was to come off, that the authorities at the Home Office vouchsafed a reply that the proper course was for the Queen's Bench to call on Sayers to appear according to his recognizance, and on his failure to do so, to cause him to be arrested. Had there been at head quarters any real desire to prevent the fight, the course adopted under this view of the law (which, we may remark, is correct enough) would have been to direct the Attorney-General to move the Court and obtain the necessary rule. If this had been done, the fight would probably have not come off; because Sayers, on his appearance, would have been compelled, on fresh articles, to have entered into recognizances too heavy for his most enthusiastic backers to have risked the consequences of their estreat. Yet the state of the law with regard to this branch of the subject is not altogether satisfactory, though it is not easy to suggest a remedy. Possibly it might be well, in order to meet these exceptional cases of national rivalry, that the Court of Queen's Bench should be enabled in their discretion to visit a breach of recognizance entered into before them under such circumstances, by imprisonment of the party bound, without reference to any fine to the Crown. This would be an effectual remedy; for pugilists do not fancy the risk of two years' imprisonment with hard labour.

If there be the slightest reason to apprehend a renewal of the contest, such an application would, we think, be the proper course now to adopt. It is true that, as a general rule, the Queen's Bench will reject articles of the peace exhibited before them where the matter can be entered into and disposed of before a local tribunal. They did so, for example, in the case of *Rex* v. *Waite*, (2 Burr. 780) on the ground of the unnecessary expense to which the defendant would be put by coming up to London for the purpose of finding security. But this, it is expressly stated, was their sole reason for taking that course. There is no doubt, we believe, as to the power not merely of the Queen's Bench collectively, but of any single judge of the Court, or of any other *ex officio* conservator of the peace, to bind over any person to keep it, on sufficient cause being shown; and on such an occasion as an anticipated prize fight, the impossibility of pursuing the intending offenders from county to county, taken in connection with the existing magisterial system, under which, as the general rule, peacekeepers are not enabled to act beyond their own limits of jurisdiction, would surely be thought sufficient ground for the interference of the Court. While on this subject, we may add, that we have heard it asserted, that inasmuch as both men were willing to receive the blows of the other, no offence against law was committed by them in their encounter; and this, by reason of the maxim that *volenti non fit injuria*. Such a novel application of a very useful doctrine is absurd enough. It needs scarcely be seriously answered that in such a case the injury done is not one which either of the combatants receives at the hands of the other, but one which is suffered by the whole community. In many crimes, such as theft, there are, it is true, both kinds of injury, though the lesser or private one is absorbed in the public offence. In the particular case of a prize fight, there is no civil injury to be disposed of; but the wrong to the public is none the less on that account.

Herbert Broom, Esq., M.A., and Joseph Sharpe, Esq., LL.D., have been elected by the senate of the University of London, examiners in law and the principles of legislation for the years 1860-61.

We understand that Mr. Ernest Jones is about to follow the profession as a barrister, and intends practising at the Old Bailey Sessions and on the Northern Circuit. Mr. Jones was called to the bar at the Middle Temple in 1844.

The Courts, Appointments, Promotions, Vacancies, &c.

QUEEN'S BENCH.

(Before the Lord Chief Justice Cockburn and Justices Crompton and Blackburn.)

April 27.—Lord Chief Justice Cockburn said that the old practice of saying to the gentleman who had argued a special case, "Mr. ——, will you move for your argument?" had now become such a mere form that he should discontinue the practice in future; but any gentleman who wished to make a motion under such circumstances could do so as a matter of course.

Vacation Notice.—During the vacation, until further notice, all applications which are necessary to be made at the chambers of the equity judges are to be made at the chambers of the Master of the Rolls. The chambers of the Master of the Rolls will be open on Friday, May 11th, and on Tuesday, Wednesday, Thursday, and Friday, the 15th, 16th, 17th, and 18th May, from 11 to 1.

The Queen has been pleased to appoint Adams G. Archibald, Esq., to be Attorney-General; Joseph Howe, Esq., to be Provincial Secretary; William Annand, Esq., to be Financial Secretary; Jonathan McCully, Esq., to be Solicitor-General; and John H. Anderson, Esq., to be Receiver-General; for the Province of Nova Scotia.

Mr. Frederick Augustus Lewis, of No. 7, Trafalgar-place East, Hackney-road, Middlesex, has been appointed a commissioner for taking affidavits in the Court of Chancery of the county palatine of Durham and Sudberge.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, April 27.

Charitable Uses.

Lord Cranworth, in moving the second reading of this Bill, said it had for its object to amend certain provisions of the Act commonly called the Mortmain Act. That Act was passed in the early reign of George II., with a view to prevent, according to its preamble, languishing and dying persons from disposing of their property to charities. But there were many of the provisions contained in the Act which were of a purely technical nature, and were found to be attended with serious inconvenience. The Act provided that all real property to be given to a charity should be conveyed by deed indented, which was found inconvenient in many respects, for there were certain properties which could not be conveyed by deed. Copyhold lands, for instance, could not be conveyed by deed, or other than by surrender, and therefore could not be given to a charity. He proposed to remedy that inconvenience, and also to give to the person conveying the land the right of reservation which was denied by the Act of Mortmain.

Lord Abinger said he objected to the Bill on the ground of the retrospective effect it would have in certain cases. He thought that to pass the Bill would be to render the whole of the Mortmain Act wholly inoperative. They ought not to assent to the second reading without full and careful inquiry, and he felt bound to move the amendment of which he had given notice—namely, that the Bill be read a second time that day six months.

The Lord Chancellor said he understood it was not intended to take the opinion of the House upon the second reading. He was rather rejoiced that his noble and learned friend had introduced this subject, for it was one of infinite importance. The law upon the subject was in a most unsatisfactory state, and he regretted extremely that his noble and learned friend had not taken the whole matter in hand, and brought in a Bill to amend completely the law of mortmain. It was a most difficult undertaking; but there was no member of either House of Parliament who was more qualified to grapple with its difficulties than the noble and learned lord. He (the Lord Chancellor) approved of the prospective clauses of the Bill; but, upon the whole, he thought it would be more prudent to postpone the further consideration of the measure.

Lord Wenslеydale was willing to have the Bill referred to a select committee, when the objectionable parts, with regard to the retrospective clauses of the Bill, might be struck out.

The amendment was then carried without a division.

Trustees, Mortgagees, &c.

Lord Cranworth moved the second reading of this Bill.

Lord St. Leonards entertained no objection to the Bill being read a second time; but he considered that some of the details of the Bill would have to be amended when the House went into committee.

The Bill was then read a second time.

Divorce Court.

On the report on amendments being brought up,

Lord Redesdale proposed the addition of a clause providing that where a case was brought before the judge of the Divorce Court in which it appeared from the evidence that the wife had been unchaste before marriage, and that fact was known to the husband, he should not be entitled to a divorce, but the granting him a divorce should be placed in the discretion of the Court.

The Lord Chancellor objected to the clause. He was of opinion it would lead to the most scandalous, and, at the same time, unnecessary inquiries. Besides, the object of the Bill before the House was not to effect any change in the law, but simply to improve the procedure of the Divorce Court.

After a few words from Lord Redesdale in reply,

The clause was negatived, and the report was agreed to.

Monday, April 30.

Trustees, Mortgagees, &c.

This Bill passed through committee.

Divorce Court.

This Bill was read a third time.

HOUSE OF COMMONS.

Friday, April 27.

Office of Coroner.

Mr. Corbett asked the Secretary of State for the Home Department the question of which he had given notice, as to whether it was his intention to propose to Parliament any measure to carry into effect the recommendations of the select committee on the office of coroner?

Sir G. C. Lewis said that there were several recommendations of the committee which he should be disposed to adopt, either by bringing in a new Bill, or by amending the Bill now before the House. But what he conceived the principal recommendation of the committee—namely, that coroners should be paid by salary—he was not disposed to adopt, as it appeared to him, that in such a state of things there would be no security for the adequate performance of the office.

Ecclesiastical Courts Jurisdiction.

This Bill was read a second time.

Monday, April 30.

Attorneys, Solicitors, and Certificated Conveyancers.

A petition was presented by Mr. Warner from the attorneys and solicitors of Norwich in favour of this Bill.

Bankruptcy and Insolvency.

A petition was also presented by Mr. Tollemache from Birkenhead in favour of this Bill.

Tuesday, May 1.

Bankruptcy and Insolvency.

A petition was presented by Mr. Lyall from the solicitors, merchants, and traders of Whitehaven, in favour of a local jurisdiction by county courts in cases of bankruptcy. Also, one by Mr. Ormsby Gore, from Wellington and adjacent parishes in the county of Salop, in favour of the Bill.

Ecclesiastical Courts Jurisdiction.

This Bill passed through committee.

Attorneys, Solicitors' and Certificated Conveyancers.

The House went into committee on this Bill.

The preamble was postponed.

Clauses 1, 2, and 3, were agreed to.

On clause 4,

Mr. John Locke said he proposed to strike out of the 31st line the word "managing." As to this word he might state that it had been introduced into the clause, when the Bill was in committee in the House of Lords, by the noble lord (Lord Chelmsford) who had charge of the Bill. The clause as it stood in the Bill which he had had the honour of introducing gave a right of admission to clerks of attorneys who had been *bonâ fide* engaged for ten years in their offices. The House of

Lords had, however, imposed a further restriction with regard to that class of clerks, and their lordships had provided that they should have been engaged in the transaction and performance of such matters of business as were usually transacted and performed by attorneys. The clause did not apply to those clerks who were merely employed by attorneys. [The hon. and learned member read the clause.] No doubt, that would have been sufficient to guard against a different meaning being given to the clause; but when it was in committee the word "managing" was inserted in it, and by that means they had entirely defeated the whole scope, and object, and intention, of the clause as it originally stood. He had received numerous letters and much information from gentlemen well acquainted with this subject; and one letter which he had received would fully explain to the committee the great objection which was felt to the introduction of this word "managing." In the first place, it was clear that the word "managing clerk" had no exact legal meaning. No doubt, all might understand what the term "managing clerk" meant; but still he was right in stating that it had no definite legal meaning, and none could be given to it. It might mean a person in a higher position in an office than another person, or it might be left to the arbitrary disposition of any man to say what it meant, and thus any employer would be able to decide whether a managing clerk should have his articles or not. If the clause had been left as it had been drawn, there could have been no objection to it. The letter to which he particularly referred stated that the writer thought the Attorneys, &c., Bill brought in to the Commons was under his (Mr. Locke's) charge; but that it appeared that in Lord Chelmsford's Bill which had come down from the other House, their lordships had taken several of the clauses which his Bill contained, and that in one of them they had introduced the word "managing," which would favour the unscrupulous, and be to their advantage over the scrupulous; and the writer added, that he might desire to give a clerk his articles, but if he failed to answer the description of the word "managing," such clerk would lose the benefit of the advantages of the clause, although he might have been ten years in his service. He hoped the attention of the House would be given to the subject. He (Mr. Locke) would distinctly state, that it was never intended to admit only persons who might be termed managing clerks, and therefore he believed he should be quite right in moving that the word should be excluded from this clause in the Bill; and should the committee exclude the word the clause would remain sufficiently stringent without it. It would then apply to persons who were *bonâ fide* clerks, and who had served their employers ten years; and such clerks would be entitled to the privilege of being admitted as attorneys after a service of three years instead of five years; though not as a matter of course, but only after undergoing an examination which all others would be obliged to undergo. The requirement would be ten years as *bonâ fide* clerk and three years as articled clerk before such clerk could be admitted. He begged to move the omission of the word "managing."

Mr. BOVILL did not think the honourable and learned member would have raised this objection if he had referred to the clause as it originally stood in his own Bill. The term there required was fifteen years as clerk, but that was reduced to ten years, and he also required that they should in fact be managing clerks. The object and scope of this Bill were to give great advantages to those gentlemen who had distinguished themselves in their conduct of business, and it was not intended to preclude any clerk of an attorney from becoming an attorney. The advantage offered was a shorter period of service. There were also other advantages given to those gentlemen who had been at the Bar; and in all cases specified in the Bill the term of service was reduced from five years to three years. He would repeat that in reference to clerks generally it was not intended to preclude them from becoming attorneys. But the great object of the Bill was to give advantages to gentlemen who had not had the advantage of an education at the university. The clause as it stood had met with the full approval of the law lords, by one of whom the word "managing" was inserted in the clause, and therefore he must ask the committee to assent to the clause as it had come before them.

Mr. JAMES said he quite agreed with the hon. and learned gentleman the member for Southwark, in asking the committee to expunge this word "managing." The object of the clause was to give clerks generally a chance of raising themselves in the profession in the same way as in an ordinary mercantile establishment. In respect to those clerks who had been assiduous and attentive in business, they ought to have the chance of becoming partners in the same manner as young men had in many of the large mercantile houses in the city, the proprietors of which in many cases had formerly been servants in those establisments. It was said that the real object of introducing the term "managing clerks" was to exclude some clerks, such as engrossing clerks and copying clerks and others, from being entitled to admission, but all that was sufficiently provided for in the latter part of the clause. (The hon. and learned gentleman read the clause.) He believed that managing clerks in large firms were clerks who received from £300 to £500 a year, and that on the whole they had really no desire to become attorneys, while on the other hand there were many large houses in which were young gentlemen, the sons of highly respectable men in the country, who accepted salaries as clerks, and they were or might be desirous of becoming admitted on the roll of attorneys. He thought the committee would be perfectly justified in excluding the term "managing," and that they should not narrow the application of admission. (The hon. and learned gentleman read the latter part of the clause.)

Mr. DENMAN wished to add a single word to show that he fully agreed that the term "managing" was not satisfactory. He objected to it on two grounds. From inquiries which he had made, and from letters which he had read from various parts of the country, he found that a managing clerk of ten years' standing was an extremely rare animal, and hardly ever to be met with, and no doubt those who were managing clerks had gone through a great deal of the drudgery of the profession; and to extend the privilege of admission to those gentlemen, would be to extend it to a very small body indeed, and that was not the object and intention of the Bill; for it was to give the privilege to a great many persons. There was another reason why he should oppose the word; he had been informed that there were many respectable firms in the country in which there was no such person as a "managing clerk." The term was found to exist as a rule in London, and not in the country; and therefore on those two grounds he did not think the word "managing" ought to be allowed to remain in the clause. He thought the hon. and learned member for Guildford might meet the objections to the word; and therefore he would suggest to him the propriety of introducing into the latter part of the clause some words which would restrict the meaning of the clause. The clause as first formed was intended to confer a privilege on those who had been *bonâ fide* engaged as clerks in the actual business of attorneys or solicitors. If the hon. and learned gentleman would act on his suggestion, he should be willing to abide by his opinion in the matter. But he certainly hoped words would be introduced which should carry out the object and intention of the original clause.

Mr. MALINS said that clerks did not become managing clerks all at once; but they had to undergo some years of service in the office before they could attain to that position. He quite agreed that the word "managing" ought to be retained, because it was intended to confer a privilege on men who had got into the position of managing clerk, and they ought to be entitled to be admitted in three years instead of five years on the roll of attorneys. He would suggest that the views of all parties could be met by retaining the word "managing," and that instead of requiring a period of service as clerks of ten years, they should alter the term to seven years, so that men might be seven years managing clerks, and three years articled clerks. That alteration would make it perfectly secure that the clerks of attorneys and solicitors would not become attorneys in less than ten years. They all knew what a respectable body of men these managing clerks were, and they all knew what important matters were entrusted to their management. If a man had shewn himself competent to conduct ordinary business for seven years, the committee would only be acting a generous part, in saying that after a period of seven years, and three years, that man should be eligible to be admitted on the roll. He would, therefore, propose that the word "managing" should be retained, and the word "ten" should be altered to "seven."

Mr. B. OSBORNE was understood to oppose any alteration from ten to seven, and to say, that it could only be done on bringing up the report.

Mr. MOWBRAY thought the alteration would be beneficial; and that it might be done in the way proposed by his honourable and learned friend.

The ATTORNEY-GENERAL said that any alteration in the term of ten years would entirely defeat the spirit of the clause. The term "managing clerk" was a denomination applicable only to persons who were employed in London; for clerks of attorneys and solicitors in the country did all the business of the office under the superintendence of their employers. The spirit of the clause was, that any gentleman who had been engaged for a considerable time in a solicitor's or attorney's

office in the performance of those duties which were so very well defined by the Bill, should be entitled to certain advantages. Those who only performed mere servile duties were entirely excluded from the Bill. The clause was intended to apply to those clerks who were employed in the office, and in the transaction and performance of that kind of business which was usually transacted and performed by attorneys and solicitors themselves. Those clerks called managing were in the habit of conducting the business, and had many other clerks under their superintendence. He thought that if those gentlemen were so engaged for this long period of time, they should be entitled to the privilege of being admitted on the roll. But the clause should not be confined to them. If it were, probably some thirty or forty would take advantage of it; and it would exclude all those other respectable clerks who did not come under the denomination, and who were entitled to the same privilege. He agreed with his honourable and learned friend, that this word "managing" ought not to be inserted in the clause, and therefore he should support the amendment.

Mr. BOVILL said he had an impression that the word "managing" ought to be retained, but seeing the feeling of the committee he would not be wanting in respect to that feeling by insisting upon its retention. He would, however, suggest whether it would not be desirable to insert a provision in the clause to the effect that the last three years of the ten years should be in the service of the same person, and that the clause should not apply to a clerk who was constantly going about from one office to another. He would propose an amendment that the last three years of the term should be in the same service, and under the circumstances he would assent to the omission of the word "managing."

Mr. BRADY said he hoped the hon. and learned gentleman would not propose any such provision as that the last three years should be in the same service; because he felt it would be doing a great injustice towards some clerks: for instance, a clerk might be seven years in the service of one employer, and then compelled to leave his employment through no fault of his own, and he also might, through the death of his employer and other causes, be prevented from serving the *last* three years in one office. If that were so, he did not think that clerks should be liable to be stigmatized as being persons who were not entitled to the privilege of being admitted. All this might occur without any default on the part of the clerks.

Mr. HENLEY also agreed with those hon. and learned gentlemen who thought that the word "managing" ought to be struck out of the clause; and he would suggest to the hon. and learned member for Guildford, whether, when it was struck out, there should not be some provision introduced into the clause to limit the age at which the period of ten years' service should commence, because they all knew that persons went into the office of attorneys and solicitors at a very early age; and he thought that at the early age of twenty or twenty-one years they should not be entitled to the privilege of being admitted on the roll of attorneys, because they had been previously merely clerks in the office.

The ATTORNEY-GENERAL thought the language of the clause was quite sufficient to prevent that case arising; for a mere boy would not be a person properly designated as a *bonâ fide* clerk to an attorney or solicitor, who, during the term, had been *bonâ fide* engaged in the transaction and performance of business which was usually transacted and performed by attorneys and solicitors themselves. With regard to the three years' service, he did not think that a clerk should be confined to the *last* three years; but if a clerk served one master during the term of ten years, fully three years of that should be sufficient.

The word "managing" was then put by the Chairman, and negatived.

The SOLICITOR-GENERAL then proposed that the word "proctor" should, in justice to that body of gentlemen who had been in the office of proctors, be inserted in the clause after the word "solicitor." Clerks who had been in the service of proctors ought to be afforded the same privileges as if they had been in the service of attorneys and solicitors, and the same argument would apply if they had been during any portion of the term in the service of proctors. The amendment would be entirely within the spirit of the clause.

Sir F. GOLDSMID suggested that the word "or" in every instance should be struck out.

Mr. HADFIELD said that as the terms "attorney," "solicitor," and "proctor" were substantially identical, there would be no necessity for inserting the word "proctor."

The SOLICITOR-GENERAL begged to remind the hon. member that that was not so, and therefore the hon. gentleman would see that the insertion of the word was necessary.

Mr. HADFIELD said that under recent enactments solicitors and attorneys were entitled to practise in testamentary business and in the Divorce Court, and there were no matters of importance for which an attorney or solicitor would not do just as well as proctors. They had already broken down the distinction which formerly existed, and this was now a desirable time for going still further in that direction. He hoped the Solicitor-General would follow the course which had lately been pursued.

The ATTORNEY-GENERAL said the committee could not interfere with the business of a proctor, because he was admitted to practise by the Archbishop of Canterbury. The amendment was intended to provide for cases where clerks had served some years with proctors, in order that the time so occupied should not be passed over.

The amendment was agreed to.

Mr. BOVILL then proposed the insertion of the words "that the last three years of the term of ten years shall have been in the service of the same attorney, solicitor, or proctor, or the same firm," &c. He did not intend to inflict any injustice upon any clerk, and if it should be desired to omit the word "last," it might be struck out. He had proposed this amendment to meet, as he believed, the wish of the hon. and learned Attorney-General; and his (Mr. Bovill's) own opinion was in favour of retaining the words, because he thought the last three years were the most important of the term. If it should only include the first three years of the period, a clerk might afterwards not retain the distinction which he arrived at, and then he would not be entitled to the privileges proposed to be given by this Bill.

Mr. JOHN LOCKE said he could not see the use of this amendment. If a man was to be a *bonâ fide* clerk for ten years, what did it matter if he served three years, or two years, or one year, with the same employer? and suppose a man was a clerk for two and a half years, or even a less period, in the service of an attorney, and could not, from no fault of his own, continue in the service of the same person, he would be deprived of the benefit of this clause altogether. Take the case of the employer dying before the end of the three years; would not the clerk be refused the privilege intended to be conferred by the Bill? It was one of the principal propositions in the Bill that sought to extend benefits to this respectable class of persons, and it was very desirable that the committee should not cripple the operation of the clause. He would observe that gentlemen who had been at the bar were to be admitted on the roll after ceasing to be a barrister, and after a service of three years. He hoped the amendment would be withdrawn, for he was of opinion that this clause ought to be made as large and ample as possible.

Mr. EDWIN JAMES said, suppose the case of a clerk and an employer quarrelling before the expiration of the term, it would be in the power of the attorney to prevent the clerk deriving any advantage under the clause, and thus his fair chance of rising in the profession would be destroyed. From other causes the employer might determine the period of service, and the continuity of the last three years would be at an end. He thought that such an amendment should not be agreed to by the committee. His hon. and learned friend the member for Guildford seemed to imagine that these attorneys' clerks were a migratory class of people, and that they did not long remain in one situation; but the hon. and learned member should recollect that more than one Lord Chancellor had been proud to mention that in early life he was an attorney's clerk.

The amendment having been put,

Mr. BRADY said he did not wish to interpose in this discussion, except for the purpose of saying that a man might be most regular and attentive to business for the first seven years of the term, and that he might, from no cause or fault of his own, not be able to remain in one service for the last three years of the period. He quite agreed with the hon. and learned member for Marylebone, that if the amendment were assented to, great injustice under the provisions of this clause might be inflicted upon some clerks, and therefore he hoped the committee would not sanction the introduction of the words.

Mr. MALINS thought the introduction of the word "last" would be an unnecessary restriction upon some clerks: for while a man had served in several houses, or only in one, and the last three years were served in periods of one, two, or three years; yet if the clerks were *bonâ fide* clerks, and engaged in the conduct of business which was ordinarily conducted by attorneys and solicitors, they ought to be entitled to the privileges of the Bill. It would in his opinion be extremely unreasonable that be

fore a clerk should be entitled to be admitted, he should serve the last three years of the term with one employer. Such a variety of circumstances might arise—circumstances acting upon the employer, and circumstances in connection with the employed—for instance, a want of means, a want of temper—and all these things would make it dangerous that the last three years would not be served with one master. He thought his hon. and learned friend ought to withdraw the amendment.

The ATTORNEY-GENERAL said the amendment did not provide for the case where a clerk could not serve the last three years with the same attorney. He thought it would introduce a very unjust restriction in the case of some clerks. It was quite unnecessary that such a restriction should be agreed to; and therefore, he hoped his hon. and learned friend would not persist in pressing an amendment, which could only mar the clause, and cripple its operation. Besides, it would place the employer in an unfair position if he should feel himself bound before the termination of the period to discharge his clerk.

Mr. BOVILL said, he had introduced this amendment to meet, as he thought, the views of the hon. and learned Attorney-General, but as it appeared so objectionable to many hon. members he would not press it.

The amendment was then withdrawn.

The committee having agreed that the word "proctor" should be inserted in every case where necessary after the word "solicitor,"

The clause as amended was ordered to stand part of the Bill.

Clauses 5, 6, 7, 8, 9, 10, 11, and 12, were ordered to stand part of the Bill.

On clause 13 being put by the Chairman,

Mr. JOHN LOCKE said his hon. and learned friend the member for Preston (Mr. Crosse) had given notice that the following words be added to the end of the clause:—"Provided that the enactments contained in the 12th section of this Act shall extend and apply *mutatis mutandis* to persons hereafter bound by articles of clerkship to attorneys of the Court of Common Pleas of the county palatine of Lancaster, and the Court of Pleas of the county palatine of Durham respectively, and to the judges of those courts respectively; and he in the absence of his hon. and learned friend begged to move the insertion of the words.

Mr. CRAUFURD said there could be no objection to the proviso, but he thought it should have been put into language which was capable of being understood. His hon. and learned friend proposed to throw upon the Courts at Westminster the duty of interpreting the term "*mutatis mutandis*," which they would find difficult to do. He thought this amendment ought to be postponed on the bringing up of the report.

Mr. JOHN LOCKE thought that the objection just stated was no ground for refusing to insert the proviso, and moreover it appeared to him that the objection was hypercritical, as the 12th clause fully explained everything, and was easy to be understood. The clause as amended was then ordered to stand part of the Bill, as were also clauses 14, 15, 16, and 17.

On clause 18 being put,

Mr. JOHN LOCKE said: I propose to leave this clause out altogether. As the law at present stands, there are no less than two or three Acts of Parliament declaring that neither attorneys, solicitors, nor proctors, shall act as justices of the peace, while in practice, or until they have ceased to act as attorneys, solicitors, or proctors. It is proposed by this clause of the Bill, that they shall be enabled to act as justices of the peace in certain cases. Now what are those cases? The clause provides that no person shall be capable of becoming or being a justice of the peace in any county in England or Wales in which he "shall practise or carry on the profession or business of an attorney, solicitor, or proctor," and the clause goes on further to provide that "where any person practises or carries on such profession or business in any city or town being a county of itself, such city or town shall for the purpose of this clause be deemed to form part of the county within or adjoining to which it is situate." I think that this proviso is very objectionable; and I see no reason which can be put forward why the present state of the law should be altered, and an attorney should be allowed to act as a magistrate. It must be obvious to every member in the House that there is the greatest objection to attorneys or solicitors in practice acting as magistrates. Brewers are always excluded from the bench when licences are under discussion; but there is now a Bill before the House, which has been brought in, to some extent, because that rule is not always observed; and because, although a brewer who is in the commission of the peace does not sit upon the bench during the period of granting licences, yet his advice is often given to the magistrates, and they often act upon it. But if there is any objection to that class of gentlemen, how much greater is the objection to an attorney acting as a magistrate; because the attorney has not only his own interests to carry out, but also the interests of hundreds of others; and while he is sitting on the bench, he may not actually be acting as an attorney, but he may be the attorney of some person who is brought before the bench; and he would necessarily be warped in his judgment by reason of his being so situated with respect to the person so brought before the bench. The restriction is, as the clause at present stands, that he shall not be allowed to act as a magistrate in the county in which he practises; and there is an amendment that he shall not practise within forty miles of the county in which he acts as magistrate. What does that mean? It must mean that his office must not be within forty miles of the county where he is a magistrate. But everybody knows that the attorney is ubiquitous. No one can be in a hundred places at once better than the attorney. He may be in fact conducting the business of the prisoner who is brought before him; he may be the consulting attorney of all the magistrates on the bench; in fact, he may possibly have a direct interest in every decision that is given by the bench. This is a side wind; a mere mode of evading a very just and proper Act of Parliament. It has been thought necessary by the legislature that attorneys, who represent other people and act for other people, should not be put in the position of judges, and that they ought to confine themselves to that profession to which they have been brought up, so long as they carry it on at all. There is not a magistrate on the bench who would not be glad to welcome an attorney among them, provided he has first given up his profession. The case of a retired solicitor is very different from that of a practising attorney, and I therefore move that this clause be omitted.

Mr. BOVILL: With regard to the amendment proposed by the hon. and learned member for Southwark, he seems to think that there is some special exemption to prevent practising lawyers from acting as magistrates or judges. I believe it will be found that barristers in various parts of the country are selected as chairmen of quarter sessions, and it is very invidious to make this exception in the case of attorneys. (An hon. member: Not practising barristers.) Practising barristers act as magistrates, and if you look to the list of gentlemen who are in the commission of the peace, you will find that practising barristers are among the number. There is no reason why solicitors residing away from their places of business should not also be placed upon the commission. This clause which it is now proposed should be struck out was moved by a very learned lord, late Lord Chancellor; and it does not enact that attorneys shall be appointed magistrates; but only that the Lord Chancellor shall have power, if he think proper, to appoint them. Take the case of one of the most distinguished solicitors in London, who has a residence in Wales. He may be a gentleman of the highest respectability, and fully competent to perform all the duties of a magistrate. He may have done great service to the country, and it may be of the greatest advantage that he should be appointed a magistrate. Ought not the Lord Chancellor to have the power to appoint such a gentleman to be a magistrate? Surely no evil could arise from vesting such a discretion in the Lord Chancellor. This clause met with the approval of the whole of the law lords, who unanimously agreed in removing a slur cast upon a body of men of the highest respectability and character. I propose to insert the words "within forty miles of" after the word "in," in line 42.

After a further and lengthened discussion, in which Dr. Brady, Mr. Collier, Mr. Ayrton, the Solicitor-General, Mr. Knight, Mr. Malins, Mr. Edwin James, Mr. Scully, Mr. Collins, Mr. Denman, Mr. Henley, Mr. Beaumont, Mr. Mowbray, Mr. Bovill, and Mr. Liddell, took part,

The motion for reporting progress was then put and negatived.

Some amendments to the clause were put and agreed to.

The clause as amended was then put and negatived, and clause 18 was accordingly struck out.

The Chairman then reported progress and obtained leave to sit again.

Wednesday, May 2.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

A petition was presented by Mr. K. Seymer, from Wimborne; and by Mr. Calthorpe, from several parishes within the district of the county court of Worcestershire holden at Redditch in favour of the Bill.

AGGRAVATED ASSAULTS ACT AMENDMENT.

Lord RAYNHAM moved the second reading of this Bill, the object of which he explained to be the amendment of the Act for the punishment of persons convicted of aggravated assaults on women and children. The principal alteration he proposed to make was that magistrates should have a discretionary power to inflict corporal punishment, and that upon a second conviction such punishment should be rendered compulsory.

Mr. CLIVE thought that it was dangerous to allow the punishment of the lash to be inflicted summarily upon adult males, by magistrates who were apt to be moved by the details of atrocious cases; and was opposed to the Bill on that ground, and moved to defer the second reading for six months.

Mr. GRIFFITH thought the Bill should go into committee, and would support the second reading.

After some discussion, in which Mr. Warner, Mr. Henley, Mr. Dillwyn, and other honourable members, took part, and a reply by Lord Raynham upon a division, the amendment was negatived by 109 to 85, and the Bill was read a second time.

Thursday, May 3.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS. BANKRUPTCY AND INSOLVENCY.

Mr. Peel presented petitions from Bury, in Lancashire, in favour of these Bills.

ECCLESIASTICAL COURTS JURISDICTION.

This Bill was read a third time and passed.

NOTICES OF MOTION.

HOUSE OF LORDS.

Monday, April 30.

TRUSTEES, MORTGAGEES, &c.

Committee, which stood appointed for this day, postponed until Friday.

Tuesday, May 1.

PETITIONS OF RIGHT.

Second reading on Tuesday, the 8th of May.

HOUSE OF COMMONS.

Wednesday, May 2.

CORONERS.

The second reading of the Bill brought in by the Home Secretary is postponed until Wednesday next.

PROFESSIONAL OATHS ABOLITION.

The second reading of this Bill is deferred until Wednesday, the 20th of June.

Recent Decisions.

[*Equity, by* J. NAPIER HIGGINS, Esq., *Barrister-at-Law; Common Law, by* JAMES STEPHEN, Esq., *Barrister-at-Law.*]

EQUITY.

RIGHT OF INSPECTION.

Ennor v. *Barwell*, V. C. S., 8 W. R. 301; *Bennitt* v. *Whitehouse*, M. R., 8 W. R. 251; *Patent Type Founding Company* v. *Walter*, V. C. W., 8 W. R. 353; *Same* v. *Lloyd*, Ex., 6 Jur., N. S., 103.

Although the practice of the Courts of Equity in granting orders for the inspection of mines, houses, machinery, the subjects of patents, &c., has been since the commencement of the present century pretty well settled, hardly any reference to the jurisdiction or practice of Courts of Equity in this respect is to be found in books devoted to the Practice of the Court. The case of *Kynaston* v. *The East India Company*, 3 Swan. 248, (A.D. 1819), is generally regarded as the leading authority upon the subject. In that case a tithe owner had been found by a decree of the Court of Chancery entitled to tithes, according to the value, of some warehouses in St. Botolph, Aldgate. These warehouses had never been rented, and were in the occupation of the defendants. The bill was filed for an account of the sums payable in respect of the tithes; and upon reference to the Master, there being great difficulty in arriving at a proper estimate of the value of the premises, without an order for an inspection, the Vice-Chancellor, upon the motion of the plaintiff, ordered a reference to the Master to inquire whether an inspection was necessary. The Master certified in the affirmative; and pending his report the defendants appealed, upon the grounds that the Court had no power to interfere with the protection which the law affords against the entry of a stranger upon a freehold; and that the Court has no jurisdiction to compel owners of houses to open them for the admission of adverse witnesses. Lord Eldon was of opinion, however, that the Court had jurisdiction to make such an order. His lordship appears to have come to this conclusion partly upon the notion that the purpose of inspection is to inform the conscience of the Court, and that witnesses appointed by it to inspect are to be considered as the officers of the Court. The case was carried on appeal to the House of Lords (see 3 Bli. old series, 153; A.D. 1821.) The appeal was heard by Lord Redesdale and Lord Eldon (1821). Lord Redesdale considered that there was not only a precedent for the order, but that it was right in principle, such a power being, in his lordship's opinion, "necessary for the purposes of justice." "This is a case," he adds, "where a plaintiff has a claim for payment out of property according to its value; and the Court is unable to ascertain the value without inspection. To the extent of the value, the plaintiff has an interest in the property of the defendant." Lord Redesdale, however, appears to have agreed with the intimation of Lord Eldon's opinion thrown out in the Court below, to the effect that there might be some doubt whether the Court would exercise its jurisdiction to grant inspection of property, before the Court had by its decree ascertained that the party claiming inspection had actually some right to the property.

The oldest case to be found in the books on this subject is that of *Lord Lonsdale* v. *Curwen* (reported 3 Bli. 168 n.), as a note to the last-mentioned case. Lord Lonsdale and Mr. Curwen were the owners of adjoining mines, and the question was whether the defendant had worked under the plaintiff's mines; and the bill prayed that the plaintiff might be at liberty to inspect the workings under the plaintiff's land. An order was made to this effect upon motion, and the plaintiff's witnesses, finding it impossible to inspect, on account of the pipe or air-course for conveying pure air having been taken away, and of obstructions which had been placed in their way, it was ordered that the defendant should restore the air-course and remove the obstructions, and that the viewers should be at liberty, as often as should be necessary, to inspect the workings of the defendant under the premises of the plaintiff. *Walker* v. *Fletcher* (A. D. 1804), also reported in the above note, is another case in point. Again, Lord Langdale, M.R., in the *Attorney-General* v. *Chambers* (12 Bea. 159, A. D. 1849), upon the authority of the cases cited above, and of a case of *Lewis* v. *James*, before Vice-Chancellor Wigram, which is not reported, made an order enabling the Commissioners of Woods and Forests to enter, inspect, and examine the coal mines of the defendants, and to take a survey of the workings, so far as they extended under the sea shore, the object of the suit being to establish the right of the Crown to so much of the mines as were under the sea shore.

The principle of all these decisions has been involved in the decision of each of the four cases named at the head of this article. In *Bennitt* v. *Whitehouse*, the plaintiff established a *primâ facie* case that the defendant was working a mine under the plaintiff's land; and Sir John Romilly, M.R., there says: —"Supposing one person owns the minerals under land demised to another, and that he has any reason to suspect that any person other than the person in possession is working his mines; I always allow the owner of the land to enter on the mines and satisfy himself."

In the three other above named cases, there has been an attempt to push the principle on which the jurisdiction on this subject is founded further than it has yet been carried; or, rather, to apply in a novel manner. The most striking instance of the exercise of such jurisdiction—until the cases of the present year—was that of *Lord Lonsdale* v. *Curwen*, in which, as we have seen, the defendant was compelled to restore an air-course, and to remove obstruction so as to enable the plaintiff to inspect a mine; and it does not appear from the report of the case (which consists merely of extracts from the Registrar's book) whether the expenses attending the execution of the order were to be borne by the plaintiff or the defendant; neither does it appear whether the impediments to the plaintiff's inspection were in existence previous to the institution of the suit, or the order for inspection. The case, however, is satisfactory so far as it illustrates the circumstances under which the Court will make an order for inspection, and how far it will go in giving effect to its order when once made.

In *Ennor* v. *Barwell*, the question was, whether certain springs and streams which flowed over the defendant's land into

the plaintiff's close had been diverted by the defendant, whose defence was, that from the geological features and general conformation of his land, it was impossible that any water could flow therefrom towards the plaintiff's close. Upon a motion to inspect, &c., the plaintiff's case was, that he had a right to ascertain the truth of the defence set up; and Sir J. Stuart, V.C., in addition to the usual order for inspection, made an order (which was reversed on appeal by the Lords Justices) that the plaintiff should be at liberty to dig a trench ten feet long and twenty feet deep, and to do other acts of a similar kind for the purpose of ascertaining which way the water would flow if left to its natural course; the plaintiff undertaking to abide by any order of the Court as to damages. In point of principle the question involved in *Ennor* v. *Barwell*, is similar to that involved in the two cases of the Patent Type Founding Company. In none of these cases was the right of the moving party established as to the subject matter. The inspection and use of the defendant's property would not have led necessarily to the establishment of any right of the plaintiff therein. It was no mere question of amount or degree as in the case of *Kynaston* v. *The East India Company*. And, moreover, in each of these three cases the destruction, or at least the injury, of the defendant's property, was involved. In the Type Founding Company's cases, the question was simply as to whether a patent for making improved type had been infringed, which the plaintiff feared he could not establish unless he were allowed to analyse a small portion of the type in the defendant's possession. There is no doubt that under the Common Law Amendment Act (15 & 16 Vict. c. 42) a court of law could, under such circumstances, order an "inspection" of the type; but the Court of Exchequer was of opinion that it had no power to make an order which would involve the *destruction* of any portion of the type which was the defendant's property. Precisely the same point, however, was raised in the case before Sir W. Wood, V.C., who had no difficulty in making the order for the delivery up to the plaintiff (at his cost) of a competent portion of the type for the purpose of analysis. The question in a Court of Equity, therefore—having regard to the *Patent Type Founding Company* v. *Walter* and *Ennor* v. *Barwell*, appears to depend altogether upon the amount of damage which the defendant might suffer by the order of the Court. Any principle of positive law which rests wholly upon considerations of degree, is for obvious reasons never very satisfactory. The defendant, in any such case, would, as a matter of course, be paid for whatever damage he suffered, which seems to remove the necessity of importing any consideration as to the degree or amount of damage. It is a very different matter to inquire into the probability of the plaintiff's right, so as to prevent the Court from being used for merely speculative litigation. But assuming an equally strong *primâ facie* case of right, there appears to be not much greater reason why a plaintiff should not be allowed to dig a trench for the purpose of discovering the geological character of a defendant's land, than that a plaintiff should be permitted to destroy a portion of type belonging to a defendant for the purpose of discovering its chemical constituents.

COMMON LAW.

LAW OF EXECUTION—LIABILITY OF ATTORNEY TO SHERIFF—INDORSEMENT ON FI. FA.

Childers v. *Wooler & Another*, 8 W. R., Q. B., 321.

It is singular that a question such as that involved in the present case should be left by the course of authorities on the subject in any doubt, and scarcely less surprising that on so narrow an issue the judges of the Queen's Bench should have found so much to say. This last result, however, was mainly caused by the circumstance of one of them, Mr. Justice Wightman, differing from the rest of the Court—a discrepancy which had the indirect advantage of ventilating the whole subject, which is one of much interest to the readers of this Journal. The principle on which the present case depends was some time since established, conclusively, by *Evans* v. *Collins* (5 Q. B., 804); viz., that to support an action for false representation the representation must not only have been false in fact but must also have been made fraudulently. In that case the action was by a sheriff, who had been misled by the *bonâ fide* misrepresentation of the defendants (who were the attorneys of an execution creditor), as to the identity of the execution debtor, whereby the sheriff arrested the wrong party, and had to pay compensation money. The Court of Queen's Bench held in that case that the attorney was liable, but that judgment was reversed by the Exchequer Chamber, who gave judgment for the defendant, *non obstante veredicto*, on a plea that the defendants had good and probable reason to believe, and did with good faith believe, that the representation which they made was true. In the present case, the facts were so far very similar. The action was in like manner by the sheriff who had on the *bonâ fide* misrepresentation of the defendants (the attorneys of a judgment creditor), seized the goods of the wrong person; for which, trespass, they had to pay money. And had there been nothing more in the present case, none of the Court would have felt any difficulty, as they would have been conclusively bound by the reversal of their previous view (as above mentioned) by a court of error. But the manner in which the misrepresentation had been made in the two cases, was different, and caused Mr. Justice Wightman to dissent from the rest of the Court. In *Evans* v. *Collins*, the sheriff having one A. B in his custody, detained him on a writ of the defendant against another A. B., on being certified by the defendant's common law clerk that the two A. B.'s were one and the same party, which was contrary to the fact. In the present case the misrepresentation was made by the indorsement, made by the defendants on the writ, to the effect that A. B. lived at a certain place, whereas, in fact, his son only lived there, by means of which mistake the son's goods were taken instead of the father's. This species of misrepresentation Mr. Justice Wightman thought distinguished the case from that of *Evans* v. *Collins*, and brought it within the principle of *Humphreys* v. *Pratt* (5 Bligh, N. S. 154), an earlier decision of the House of Lords, in which the execution creditor himself "directed and required" the sheriff to take certain goods (specifying them), which afterwards turned out not to be the goods of the execution debtor; and in which case judgment was given for the sheriff, who had had to pay compensation money. This case was indeed pressed on the Exchequer Chamber in *Evans* v. *Collins*; but they held it did not apply, because there was there no allegation of there having been any such direction and requirement on the part of the defendant. But in the present case there was such an allegation; and Mr. Justice Wightman considered that, consequently, the sheriff was entitled to a verdict. But the rest of the Court, though they concurred with Mr. Justice Wightman in the distinction which he thus drew between the cases of *Evans* v. *Collins*, and *Humphreys* v. *Pratt*—by reason of which they also thought, that if there had been any "direction and requisition" on the part of the defendant to the plaintiff to take the wrong goods, the plaintiff would have been entitled to recover the compensation money he had been obliged to pay,—yet they differed with that judge, on the question as to whether the indorsement on the writ did or did not amount to such direction and requisition. They thought it did not; but that it amounted only to a mere statement by the attorney, for the purpose of affording information to the sheriff, leaving him to his own discretion as to how he would act. If, said the Court, it be held that the indorsement on the writ (which, it should be observed, was in the common form), has the effect contended for by the plaintiff, the necessary consequence will be either that no indorsement will in future be made, or the language will be altered to something of the following form:—"The defendant is believed to be a (blank), and to reside at (blank); but the sheriff is left to his own responsibility to ascertain whether such be the fact."

It may be collected from the judgments delivered in this case, that though a writ may be indorsed in the usual way by the attorney of a judgement creditor, on issuing execution with perfect safety; he must be careful not to give any unusual or more specific information to the sheriff or his officer, which may possibly bring the case within the principle of *Humphreys* v. *Pratt*, instead of that of *Evans* v. *Collins*. Whether any particular information given will make the attorney liable, appear indeed to involve itself rather into a matter of fact than of law; for there is no doubt it seems that a "direction" to take the wrong party or goods will make him liable. The only question is, whether what actually passed amounts to such a direction.

The present case also incidently shows how necessary it still is to adhere to the rules of pleading. The third count of the declaration alleged that the defendant "directed and required the plaintiff" to take the wrong goods; and to this the only plea was "not guilty." The Court held that this plea did not traverse the allegation in the count which was part of the "indorsement" only; and that if their judgment should be carried up to the court of error, the record should be amended by adding a special plea.

Correspondence.

STAMP DUTIES ON SETTLEMENTS.

I shall feel obliged if you or one of your correspondents can inform me what stamp is necessary on the following settlement:—A., on his marriage, settles £700 worth of stock and a policy on his own life for a similar amount. The *ad valorem* duty on the stock is 35*s*. Is it necessary to have an additional deed-stamp for the policy, or will the *ad valorem* stamp suffice for both? It has been held in *Sainville* v. *Commissioners of Inland Revenue*, 2 W. R. 529, that a settlement of a policy of assurance does not require an *ad valorem* stamp, in which decision the commissioners acquiesce; but maintain that a common deed-stamp will attach, whatever is the amount of the policy; which decision, if correct, would oblige a deed-stamp to be impressed upon a settlement of a policy of £100, while the *ad valorem* duty would be only 5*s*.

Liverpool, 24th April. A Subscriber.

SOLICITORS' CHARGES AGAINST SOLICITORS.

A. B., a solicitor, purchased an estate in a metropolitan county of C. D., it being necessary that E. F., the solicitor of the vendor, should obtain his signature to a document connected with the transaction. The vendor resided at Hastings, where the family of E. D., his solicitor, were sojourning for several weeks during the long vacation, to which place E. D. on the Saturday, agreeably to his general custom, went down until the following Monday, with his family. While enjoying his recreation, he obtained the signature of his client to the document, and actually delivered a bill of charges as for an *express journey*, amounting to between £8 and £9, which the purchaser paid.

Is this fair? Is it honest? Is it correct between professional men?

I shall be glad of the sentiments of any of my professional brethren on the matter, and as to the course the purchaser should pursue to expose so flagrant and grinding an act of injustice and oppression, if not to recover back the money.

The delinquent, as well as the purchaser, are members of the Incorporated Law Society of London, to whom an appeal has been recommended, as well as an application to the Court.

City, April 22. Delta.

LAW EXAMINATIONS.

I have heard many most respectable men of long standing in the profession frequently lament the stringency of too many of the questions propounded to pupils claiming admission. I entirely concur with them in thinking that a very considerable modification of the questions, so as to render them less difficult to a student, should at once take place.

Although I have been long admitted, and in active and full business for forty years in town, I candidly aver that I could no more venture to pass an examination on the present system, than I could translate a book in the Hebrew language.

I submit, also, that I see no reason why an articled clerk might not, on the expiration of his articles, go up at once for examination, without being subject to the delay occasioned by the present system.

I entreat the Institution seriously to consider the matter.

April 24. Z.

INCORPORATED LAW SOCIETY.—EXAMINATION PAPERS.

It appears from the reports of the proceedings in the House of Lords on the 23rd instant, that the examination papers for candidates for commissions in the army had been surreptitiously obtained and sold.

A similar occurrence took place also, some time ago, with regard to the examination papers of the Incorporated Law Society; and other instances connected with public bodies, even at one of our universities, might be referred to. I trust proper means are now employed to prevent a repetition of a similar fraud.

I forbear to state further on the subject, wishing to avoid implicating any one in the matter.

April 24. Beta.

The Provinces.

Oldbury.—On Tuesday, the 24th ult., another meeting was held at the Court House, to consider the desirability of removing the Court House from Oldbury to West Bromwich. Various members of the legal profession were present, Mr. J. H. Watson (registrar), Mr. G. W. Watson (deputy registrar), Mr. H. Plunkett, Mr. A. Wright, Mr. G. H. Hinchliffe, Mr. C. H. Bailey, Mr. H. Jackson, Mr. H. Jenkinson, Mr. R. Caddick, Mr. W. T. Travis, Mr. C. Stringer, and Mr. C. Kendall. Mr. Reeves, surveyor to the Treasury, was present, and listened attentively to various arguments *pro et con.*; and ultimately intimated his intention of going round the district himself, in order to ascertain in what locality the great majority of the persons having business at the Court resided, with the view of reporting upon the subject to the Treasury.—A deputation in reference to the matter also had an interview with the Home Secretary, on Saturday, the 28th ult., at the Home-office. It consisted of Mr. W. O. Forster, M.P., Mr. H. J. W. H. Foley, M.P., Mr. Charles Forster, M.P., Mr. H. B. Sheridan, M.P., Mr. Edwin Hooper (one of the coroners for South Staffordshire), Mr. Charles H. Bayley (solicitor), Mr. Henry Jackson (solicitor), and Mr. G. B. Prickett.

Foreign Tribunals and Jurisprudence.

The bar of Paris lately held a meeting to elect two benchers in place of the two distinguished forensic luminaries just extinct, De Bethmont and Liouville. There are considerably over a thousand barristers here, but as practitioners alone enjoy right of voting, only 373 mustered in that character, and their suffrages were so split among a dozen candidates that none had the requisite majority of 187. Emile Olivier, however, the fearless and independent leader of opposition (with Jules Favre) in the Cosps Legislatif, headed the poll. The Paris bar is quite as independent of Governmental influence as the French Academy, yet unlike the latter, which is swayed by an exclusively Orleanist cliqce.

Review.

The Consolidated General Orders of the Court of Chancery. London: Published by Authority. Stevens and Norton. 1860.

The Statutes, General Orders, and Regulations relating to the Practice and Jurisdiction of the Court of Chancery; with Copious Notes, containing a Summary of every reported decision thereon, up to Easter Term, 1860. By George Osborne Morgan, M.A., of Lincoln's Inn, Barrister-at-Law, late Stowell Fellow of University College, and Eldon Law Scholar in the University of Oxford. Second edition, greatly enlarged. London: Wildy and Sons.

It is now about ten years since the public mind first became familiar with the idea of the codification of legal procedure. At that time the State of New York in America was codifying the practice of its courts, under the able direction of Mr. Dudley Field. His labours were completed in the year 1851; when on a visit to this country, he introduced the subject of codification of legal procedure at a meeting of the Law Amendment Society. His address, on the occasion referred to, created a very general impression, even beyond strictly legal circles. The importance of possessing a simple, expeditious, and inexpensive mode of obtaining legal redress had long been felt, and the public mind seemed only to require some stimulus in order to excite its first movements. The codification of the procedure of the State of New York provided such a stimulus.

In the year 1852, the first of the recent great modifications of Chancery practice took place. Under the auspices of Lord St. Leonards as Chancellor, the masters' offices, the greatest opprobrium of chancery practice, were abolished; and in their stead, the form of proceeding in the judges' chambers now in force was substituted. Other Acts of Parliament were passed in the same year, with the view of improving the practice in courts of equity; and by means of their action, the hope was, at last, excited that legal redress would be obtained without delay, and with comparatively little expense. The English legislative mind is proverbially unsystematic. Its ideas and its impressions seldom take a symmetrical shape. It delights more in bit by bit legislation, than in systematic, comprehensive reform. Our political constitution has been built up, century

by century, and even now is pronounced unsymmetrical by the most approved political theorists. Is it not, then, vain to hope that our legal procedure should possess symmetrical proportions? The Chancery Amendment Acts of 1852, great as undoubtedly were the changes they introduced, inaugurated no new system; they did not give us a code of procedure. They were not even the outline of a code; but they contained within themselves the germs of greater usefulness and value, for they provided for their own expansion, by means of "Orders and Regulations" to be issued by the Lord Chancellor. The Acts of Parliament were accordingly immediately supplemented by a series of "General Orders." The history of General Orders is somewhat curious, especially to a constructive form of mind. General Orders have been issued by the Chancellors of the day, from time to time, just as occasion seemed to require, and without any regard to system or method. Still to the growth and increase of these orders and to their gradual fusion and incorporation, do we owe the greater part of our chancery practice.

In addition to these "General Orders," there is another modified form of order of less value and authority than the General Orders, which obtains in our practice: these are regulations not having the force of orders. Vice-Chancellor Stuart says these regulations merely point out the way in which proceedings may be taken, but are not absolutely obligatory in every case. The line that separates, or should separate, these several kinds of authoritative enactment, viz., the Act of Parliament, the general order and the regulation, does not always seem very clear or distinct. It is extremely difficult, and sometimes impossible to discover, any true rule or principle by which the several enactments have been guided. And, although these distinct phases of procedure practically work tolerably well together, there is but little systematic and theoretical cohesion of the elements. By way of illustration, we may refer to that branch of practice newly introduced by the Acts of 1852, viz., the business in the judges' chambers. The Masters' Abolition Act empowered the judges to sit in chambers for the despatch of business. The 35th of the Consolidated Orders points out the kind of application, fit to be made before the judge in chambers. And lastly, the regulations give more detailed directions as to the actual form of the proceeding. This, no doubt, has the appearance of systematic order. Commencing with the more general, the advance is made, step by step to the more special. But, in truth, this apparent system is not maintained; many of the Consolidated Orders refer to matters as purely of detail as the regulations. The 37th order (the order relating to time) is an apt illustration of this; it contains all the minute matter of detail of a regulation, with the inelastic quality of a General Order.

For several centuries these General Orders and Regulations were permitted to accumulate, until their number became truly enormous. Imperfectly known, difficult to trace to their origin, unintelligible frequently in their expression, these orders were a mass of confusion. In the year 1858 we think it was, that the question of consolidation of the general orders and regulations was seriously discussed. A member of the chancery bar, in our columns, attacked the then existing evils, and suggested a scheme for abrogation and consolidation. Lord Chelmsford, fully cognizant of the value of the scheme, and probably desirous of commemorating his chancellorship by so much needed a reform, issued a commission, authorising Messrs. J. W. Smith and Cadman Jones to consolidate the General Orders. These gentlemen, in a comparatively short space of time, produced their work, which has now been in the hands of the profession for several weeks. It is almost needless to observe that they have performed their task with skill. Some slight conception of the amount of the labour may be obtained from the fact, that several closely printed pages are required for a list of those abrogated orders, which are incorporated in the Consolidated General Orders, and this long list does not include the whole mass of abrogated orders, which are not included in the Consolidated General Orders. Beside collocation and co-ordination, the duty of these gentlemen comprised the alteration (in expression) of the more antiquated orders. The language of the Consolidated Orders has been throughout modernised, and uniformity of style and expression now prevails. A more important consideration is that of the introduction of new matter among the Consolidated Orders, for although the number of new orders is small, and their identification is rendered easy by means of an asterisk, yet the presence of one is a serious infringement upon the principle of consolidation. It is much to be regretted that this opportunity was permitted to be lost, and that no attempt was made to approach nearer to more systematic codification. Consolidation has reference logically to the old material acted upon, and in every case where the language of the order has been changed, it is easy to conceive that in the event of questions arising upon the construction of the Consolidated Order, all the old decisions upon the abrogated order will be again let in, although weakened in authoritative force to the extent of the alteration of the language. This may become a serious evil, and undoubtedly destroys, in some measure, the value of the consolidation.

This principle of total repeal and abrogation has also been advocated, in a paper of suggestions for a codified arrangement of the general orders, which was forwarded to us immediately after the issue of the consolidated general orders, by Mr. T. W. Braithwaite, of the record and writ clerk's office. So favourable is this gentleman to the principle of abrogation and re-enactment, that his general scheme contains a proposal for the periodic republication and re-issue of the general orders and regulations in accordance with this method, even at comparatively short intervals of time, as a means of obtaining more thorough and permanent completeness. Without hazarding, however, any opinion upon this latter portion of his scheme, it must be admitted that the judgment at which he has arrived, with regard to the expediency of total abrogation and re-enactment, is entitled to respect.

Treating, then, the Consolidated Orders as supplementary to the Acts of Parliament on chancery practice, we might almost expect to find these two forms mutually reinforcing each other, and together constituting a complete code of procedure. Theoretically this might indeed be so, but in practice we soon discover that a third integer is necessary to supplement the previous elements, in order to make up the semblance of a code: we refer to the reported cases. These furnish the light by which we read and interpret both the Acts of Parliament and the General Orders, and they alone provide the magnet by means of which we steer our chancery suits through the perilous shoals of actual practice.

Thus it appears that chancery practice is composed of three distinct elements, each imperfect and inadequate in the sense of a code, but mutually supplying the wants of each other, and together furnishing the true body of the practice of our chancery courts.

It is not very long since authors of books on the practice of the equity courts fused and incorporated these heterogeneous elements into the form of treatises on practice. Their works used to be, strictly speaking, *histories* of the conduct of a suit, and each progressive step was elaborated to a sufficient extent to serve as a kind of guide to the practitioner. The well known and excellent treatises of Daniell, Maddox, Smith, &c., were more or less on this plan.

The historical form has, doubtless, special recommendations and advantages of its own. It is peculiarly well adapted to the student; it treats its subject analytically in form and chronologically in order; in its entirety it is strictly a treatise, and deals with the whole subject matter in an agreeable and readable form. But books on practice have a wider and higher range than being mere students' books. They are ostensibly and avowedly prepared for the practitioner; they are intended to supply him with knowledge *of* the practice and to be a guide to him *in* the practice. They are especially used as guide-books, guides to the method as well as the form of proceeding. A book on practice should be, in its subject, what Murray's Handbooks are to the traveller; they should teach the practitioner what to do and how he should best do it. Their method and arrangement should be so simple that the veriest blunderer should be able to understand and follow the proceeding he desires, without further inquiry or reference. The form and method of a treatise seems hardly compatible with these *desiderata*. A treatise is too diffuse, the original matter from which it has been compiled is spread out too widely The fusion and amalgamation of the three constituent elements of the procedure, the Act of Parliament, the general order, and the reported case, has been so complete, that the individual identity of each has been almost lost. This is a constant source of difficulty to the practitioner, who, in the practice of the day, is forced from hour to hour to consult each separately.

This acknowledged objection to Treatises on Practice has recently given rise to a totally different method of arrangement in books on practice. In the form now under consideration, no history is aimed at or desired; the three elements of procedure are left to speak for themselves. The Acts of Parliament and the General Orders are printed separately, and the reported cases referring to each are conveniently inserted in their places in the form of foot notes. The peculiar recommendation of this method lies, not in its special arrange-

ment, but in the fact that it has no special arrangement of any kind. The Acts, the Orders, and the Cases, are each ready at hand without search. For use and reference in court by the advocate, it is impossible to estimate too highly its simplicity and readiness.

One of the most successful disciples of this new method has been Mr. Osborne Morgan, who in the year 1858, published the first edition of his work on Chancery Acts and Orders. This work, as the author very justly observes in the preface to the second edition now before us, met with an "extremely flattering reception." It was soon in the hands of all branches of the profession, and was immediately accepted as the most convenient and practical work on chancery procedure. The statutory changes since 1858, and the publication of the Consolidated General Orders, obviously necessitated a second edition of this book; and we were gratified when its speedy issue was announced. We believe that naturalists greatly insist upon the important differences between growth and development. Growth, say they, is the mere expansion and increase in size and form. Development is a far higher process; it is the assumption of new properties, perhaps of new faculties. In the world of letters, the same distinction seems to prevail. The second edition of some books appears to be simply the process of growth from the earlier edition,—an increase in size. Whereas in some instances, we find indications of development, properly so called, inasmuch as we discover new properties, new features, introduced into the old form and substance. The second edition of Mr. Morgan's Chancery Acts and Orders has been subject to both the above processes; for we find, not only that the size and bulk of the volume is considerably increased, but upon examination we learn that its scope and pretensions have also expanded.

First, with regard to his collection of statutes. The Acts are, in fact, all the Practice Acts of the present reign. Besides the statutes contained in the previous edition of the work before us, we see as novelties in the present edition, the Custody of Infants Act, 2 & 3 Vict. c. 54—the Act for Perpetuating Testimony, 5 & 6 Vict. c. 69—the Attorneys and Solicitors Act, 6 & 7 Vict. c. 73—and the Lands Clauses Consolidation Act, added to which are the more recent statutes, viz., the Leases and Sales of Settled Estates Amendment Act, the late Chancery Amendment Act, and Lord St. Leonards' Act of last year. Beyond doubt, a valuable and important collection of Acts. This constitutes the first part of the work, and, with the exception of the Winding-up Acts, comprises the ordinary statutory jurisdiction of the Court of Chancery.

The second part comprises the Consolidated General Orders, to which we have already referred, and is, in fact, a reprint of the authorised edition of those orders. Some trifling differences may, however, be detected in the marginal notes. The third part contains all those regulations not strictly General Orders.

In that portion of the volume before us, which is specially the author's own, viz., the collection of reported cases and the notes thereon, he has acquitted himself with very great success. The number of cases referred to is quite appalling. Three thousand cases Mr. Morgan has marshalled, in order to supplement the Chancery Acts and orders, and to form a truthful and reliable book of practice. Our author claims to have inserted *all the* reported cases bearing upon the subject. This enormous number seems to justify his pretensions. For our own part we have special trust in the justness of his claim, from the confidence we have derived from the use of his earlier edition.

Accepting, therefore, the fact that we possess no code of chancery procedure, that the Acts of Parliament are no guide even to the statutory jurisdiction of the courts of equity, and that the General Orders do not wholly supply this want, it is manifest that any one who can collect and co-ordinate all the reported decisions upon questions of practice, has gone very far towards preparing a workable code of procedure. This Mr. Morgan has accomplished with eminent skill. He has produced a book on chancery practice which it is easy to understand, because of the simplicity of its arrangement; and which is safe and reliable as a guide, because he has drawn his materials from the real sources of authority. We pronounce it indispensable to all members of the profession who are engaged in actual practice.

*** Received, the *Law Magazine* and *Review* for May, and Mr. Clayton Clayton's pamphlet on "The Obligation of the Owner of Minerals, held as a Separate Tenement, to Leave a Sufficient Support for the Surface."

Obituary.

ANDREW AMOS, ESQ.

This gentleman, so well known to the profession as a distinguished lecturer upon jurisprudence, and author of many works of a legal or historico-legal nature, died at Downing College, Cambridge, on Wednesday the 18th instant. Mr. Amos entered as a student at Trinity College, Cambridge, where he graduated as 5th wrangler in 1813, and took the degree of M.A. in 1816, having previously been elected a fellow. In November, 1818, he was called to the bar by the Honourable Society of Lincoln's Inn. He was the first law lecturer of King's College, and was subsequently appointed Downing Professor of Laws to the University of Cambridge, an appointment in the gift of the Archbishops of Canterbury and York and the masters of the several colleges of St. John's, Clare, and Downing. He also held the appointment of Professor of English Law in the University of London. It was as a law lecturer that Mr. Amos gained his great popularity; for he had an extraordinary facility of imparting knowledge to his hearers and of divesting the subject which he treated of its dry technicality, by apt illustrations and references to historical and general literature. The intelligence of his death will cause deep regret to many who owe to him much that they have gained of legal knowledge and instruction, and who remember the kind and cheerful manner in which he was ready to assist them in attaining proficiency in the science of the law. The learned lecturer was for some years a member of the Supreme Council of India, and acted for a short time as judge of the Marylebone County Court. On his return from India he went to reside near Hitchin, in Hertfordshire, of which county he was an active and useful magistrate, until obliged to retire from the bench on account of ill health. Amongst his literary labours, the most celebrated are the following:—"The great Oyer of Poisoning: An Account of the Proceedings against the Earl of Somerset and Accomplices, for the Poisoning of Sir Thomas Overbury;" "The English Constitution in the Reign of King Charles II.; and "Observations on the Statutes of the Reformation Parliament in the reign of Henry VIII." Mr. Amos married a daughter of the late Rev. Professor Lax. By his death, the Professorship of Laws, the salary of which is £200 a-year, has become vacant.

Law Students' Journal.

EXAMINATION OF ARTICLED CLERKS.

EASTER TERM, 1860.

This examination took place on Tuesday, the 1st, and Wednesday, the 2nd inst., at the Hall of the Incorporated Law Society, Chancery-lane, London.

Before the questions were delivered to the candidates, Master Walton, of the Court of Exchequer, addressed them to the following effect:—

I shall confine the few observations I have to offer you to the proceedings of the day, as that topic will no doubt be most interesting to you.

I think I may congratulate you that, considering the time and opportunity you have had for preparation, the importance of the position in our profession you are about to occupy, and the responsibilities connected therewith, the examination we are about to enter on ought to present no formidable features to anyone.

It is our duty as examiners to be satisfied that a certain standard of useful and general knowledge is attained by the candidates before they are entitled to practise as attorneys. Our duty is one not devoid of anxiety to us.

As each of the subjects in the several papers which will be submitted to you, especially the first three, comprising common law, equity, and conveyancing, embrace a wide field, the difficulty we have had to meet is so to frame a limited number of questions as best to elicit what the extent of the acquirements of the candidates really is; and I think I may say, on behalf of my colleagues and myself, that we have anxiously endeavoured so to frame our questions as to afford a fair and reasonable test of qualification, such, indeed, as will justify our admitting you to the practice of a profession, the character of which the members of the profession and the public at large are so deeply interested to uphold.

It has been considered that a good criterion of fitness might be obtained by ascertaining, not only what is known, but what

is not known; and this sort of negative process, which is designated "minus marks," is, I believe, adopted at one of the universities. The danger of applying this principle seems to me to be in the complicated calculation it involves. The more merit there is in answering a difficult question, the less demerit is there in not doing so; and the less merit there is in solving a simple question, the greater the demerit of not answering it.

The advantage, therefore, gained by a very able and learned answer might be more than lost by passing over a commonplace one.

Any principle calculated to prejudice a candidate ought, in my opinion, to be rejected; and I think I may congratulate you that this does not form an element in our calculations.

I hardly know whether I ought to offer you similar congratulations on the absence of *vivâ voce* examinations. In these days, young men intended for official, professional, naval, or military life, seem to be perpetually undergoing a course of examinations. A young man going at thirteen to any of the numerous large public schools until eighteen, and then to the university for three years, has to encounter, at the smallest average, sixty-three examinations, and a fair proportion of these are *vivâ voce*, and these are exclusive of subsequent official or professional examinations. I suppose by this time he is used to them; to a ready and self-possessed candidate they are advantageous; to a nervous one they are formidable; at all events, the candidates are not all on an equality. Much, too, depends on the skill of the examiner, whose object ought to be to elicit the knowledge of others, not to display his own. Before this plan is adopted at this Institution, I trust its merits and disadvantages will be fully considered.

There is a wide difference (on which I am sure I may congratulate you) between the questions which will be submitted to you, and many of those I have had an opportunity of seeing in other examination papers of somewhat a similar character. I have observed in the papers I allude to some questions of a most abstruse, difficult, and technical character, a familiarity with which might be meritorious as showing unusual research and a good memory, but would be far from evincing those general and useful acquirements which we deem to be the most valuable to practical men, and most serviceable to their clients. That is the description of knowledge that we wish to be exhibited to-day. It is not much to require, unless our profession is to be termed learned in sound only and not in reality. As I have told you, the pains we have taken to frame these questions, the best return you can make is thoroughly to examine them before you answer. Be satisfied you comprehend the full bearing and scope of the question; the merit of an answer consists in its being correct, clear, and concise. I cannot too strongly impress on you that we want answers, *not treatises*. There is danger in elaborating —you may dilute the best answer by prolixity. Recollect also we offer no premium for expedition. There is no hurry. The work formerly done in one day is now distributed between two; and, lastly, bear in mind that invaluable maxim of Lord Eldon's, *Sat cito, si sat bene.*

ADMISSION OF SOLICITORS.

EASTER TERM, 1860.

The Master of the Rolls has appointed Tuesday, the 8th of May, 1860, at the Rolls Court, Chancery-lane, at four in the afternoon, for swearing solicitors.

Every person desirous of being sworn on the above day must leave his common law admission, or his certificate of practice for the current year, at the Secretary's office, Rolls-yard, Chancery-lane, on or before Monday, the 7th of May, 1860.

ADMISSION OF ATTORNEYS.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Monday ... May 7 | Tuesday ... May 8

QUESTIONS FOR THE EXAMINATION.

Easter Term, 1860.

I.—PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any, and what, law lectures?

II.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

5. What was the object sought to be attained by the provision in the Common Law Procedure Act, 1852, as to the renewal of a writ of summons, and what is the advantage of a concurrent writ of summons?
6. State, shortly, the mode by which a judgment creditor can take the benefit of a debt due to the judgment debtor from a third party.
7. Can an action be maintained on a lost bill of exchange? and if so, how can the loss of the instrument be prevented from being set up as a defence?
8. What is meant by "stoppage in transitu," and how is the right lost?
9. How does a general lien differ from a particular lien, and give instances of each?
10. Can a person, not named in the writ of ejectment, appear and defend the action, and if so, what steps must first be taken?
11. How can a debt contracted during infancy, and not recoverable on that ground, be made binding on the party after he comes of age?
12. What is meant by a "chose in action?" and give an instance of a chose in action reduced into possession by the husband.
13. As a general rule, should an action against a carrier for the loss of goods be brought in the name of the consignor or consignee, and give an instance of an exception to the rule?
14. What are the requisites to make a guarantee for the payment of a debt of a third party binding on the person giving it?
15. Explain the meaning of the maxim *actio personalis moritur cum personâ*. Has a recent statute made any, and what alteration in this rule?
16. What are the requisites of the statute of frauds, (29 Car. 2, c. 3,) as to a sale of goods of the value of £10 and upwards, and how has this been extended by Lord Tenterden's Act, 9 Geo. 4, c. 14, s. 7.
17. Is a warranty made subsequently to a sale void or not? Give the reasons for your opinion.
18. Give an instance of how a surety for the payment of a debt due from a third party can be discharged from his liability by the conduct of the creditor.
19. When after a bill of sale the goods remain in the possession of the grantor, what precaution must be taken to prevent their being seized under a *fi. fa.* by an execution creditor? How is this question to be affected by statute 17 & 18 Vict. c. 36?

III.—CONVEYANCING.

20. Define the following interests in a freehold estate:—
    1, A fee-simple,
    2, An estate tail—general and special—and how can the latter estate be enlarged to a fee-simple?
21. What is an estate in joint tenancy—what in coparcenary? And distinguish them as to the inheritance?
22. What is an estate by the curtesy? By whom is it obtained, and how?
23. Define dower and what is jointure—and when must the latter be effectual to bar dower? Can a widow be entitled to both—and if so, in what case?
24. Which is the more valuable in quality, an estate for life, which may terminate tomorrow, or for an absolute term of 1,000 years? Is the owner of both estates entitled to exercise full proprietary rights, or in what respect is he limited in each case?
25. What is an estate or tenancy at will—and when is such tenant, on the determination of his tenancy, entitled to emblements—and what are they? Has the tenant any time allowed him to take them, and what?
26. Give the heads of the principal covenants of the lease of a town house by the intended lessee, and for what ought the lessor to covenant?
27. Of what estates, comprised in the preceding questions, have the owners a disposing power by will of their several interests?
28. Give in the most brief form of words a devise of a freehold estate, say Blackacre, in fee, by A. to B. Are words of inheritance absolutely necessary—how may they be dispensed with?
29. What formalities are indispensable to make the devise valid—may the devisee be one of the attesting witnesses? what in such case would become of the devise of Blackacre to B.?
30. If Blackacre were wished to be devised to B. in trust for two infant children in moieties, but so that in case of the

decease of one before the testator, the surviving child is to take the entirety—how is that to be accomplished?

31. What is the difference between the words descent and purchase?

32. Can a married woman's real estate, not being to her separate use, be alienated by her during coverture—and how, and under what conditions and formalities?

33. And as to a married woman's reversionary personal estate not protected to her separate use—can this be also alienated? and if so, by what authority?

34. May a deed or will, executed by virtue of a power requiring attestation by three witnesses, be executed only in the presence of two; if so, name the statutes respectively authorising such a variation?

IV.—Equity and Practice of the Courts.

35. What are the objects of the jurisdiction of the courts of equity?

36. Name the statutes now in operation for regulating the courts in the various branches of such jurisdiction.

37. State the various modes of taking evidence in use in the Court of Chancery.

38. How do you proceed to examine a witness *viva voce*, and at what period of the suit can this be done?

39. Is the answer of one defendant on oath evidence against a co-defendant in any case, or can it be made available?

40. Within what time after the filing of an affidavit can you cross-examine the deponent?

41. What are interlocutory proceedings?

42. State the steps of a suit, to foreclose a mortgage of real estate, from first to last.

43. State the steps in the proceeding for appointment of a guardian without suit.

44. Will the court, upon any, and what, grounds, allow to the father of an infant the income of the infant's independent fortune? how would you proceed where this was desired?

45. Can you enforce the appearance of an infant defendant, and how?

46. A. bequeaths a legacy to B. for life, and after his death to B.'s next of kin. B. dies, leaving a widow, mother, and sister: who is entitled to the legacy, and in what proportions, and why?

47. By the power of sale in a mortgage of real estate, the mortgagee is to hold the surplus produce of the sale for the mortgagor, his executors, administrators, and assigns. The mortgagor dies. Is such surplus the mortgagor's real or personal estate?

48. In administering an estate where the deceased was possessed of land subject to a mortgage, secured also by the bond of the deceased, as between his real and personal estate, which is to pay the debt?

49. If a person, found lunatic by commission, dies before the costs of the proceedings are taxed and paid, what is the solicitor's remedy for his costs?

V.—Bankruptcy and Practice of the Court.

50. State, in general terms, the main objects of the bankrupt laws in relation, first, to creditors, and second, to debtors.

51. Which is the principal statute now in operation respecting bankrupts?

52. Give a general description of the persons subject to the bankrupt laws, independently of the classes specially named in that statute.

53. What are the essential requisites to support an adjudication of bankruptcy? And what are the limits, in regard to time, within which the requisite Acts must respectively have taken place?

54. Can an attorney, or solicitor, as such, be made a bankrupt?

55. Your client, a creditor, desires to make his debtor a bankrupt—what steps must he take for that purpose?

56. Your client, a debtor, considers that he has been improperly adjudged bankrupt. Can he dispute the adjudication? And, if so, what steps must he take for that purpose?

57. Your client, a trader, is unable to meet his engagements, but desires to avoid bankruptcy. Is there any mode by which he can affect an arrangement with his creditors, and obtain a discharge from his liabilities—1st, through the medium of the Court of Bankruptcy, and 2nd, otherwise than through the Court? Explain generally the mode of proceeding in either case.

58. State, in general terms, what debts are provable under a bankruptcy? Can claims in respect of a breach of agreement, or for a tort, or in trover, be the subject of proof? and, if not, why not?

59. Your client, a creditor, holds title deeds by way of deposit, but without writing, for securing a debt due from a bankrupt—Can he sell the property to which the deeds relate? or what steps must he take to obtain the benefit of his security?

60. Your client, a lessee, becomes bankrupt. Will his certificate discharge him from future liability to the rent and covenants? Or what steps would you advise him to take in order to get rid of such liability?

61. To what extent can the holder of a bill of exchange to which the bankrupt is a party, prove and receive dividends on such bill against such estate?

62. Explain the effect of the certificate in bankruptcy, as distinguished from the discharge under the Insolvent Debtors' Act, as regards the future liability of the debtor

63. Under what circumstances, if any, does the property belonging to third parties pass to the assignees of a bankrupt for the general benefit of his creditors?

64. While the sheriff is in possession under an execution, but before sale, the judgment debtor is adjudicated a bankrupt—what effect has such adjudication upon the execution?

VI.—Criminal Law and Proceedings before Magistrates.

65. Who are the judges that constitute the Central Criminal Court, and over what places does its jurisdiction extend?

66. In cases of offences or crimes committed at sea, in what court are they cognisable, and before whom to be tried?

67. What public functionary is the supreme coroner of the realm?

68. On conviction in a criminal case, is there any right of appeal? and if so, to whom, and what is the mode of proceeding?

69. At what periods of the year is the court of quarter sessions held in counties, and does an appeal lie, and to whom, from all, or any, of its decisions?

70. State what constitutes a court of petty sessions, and what is the general nature of matters transacted there?

71. Is there any appeal from the determination of magistrates in petty session? and if so, to what tribunal, and what proceedings should be taken by the appellant?

72. Will any, and what defects vitiate an indictment, and can it be quashed, and by what court after conviction?

73. What is burglary, and within what hours must it be committed, in order to constitute the offence?

74. Define the crime of arson. State its punishment, and whether there is any, and what punishment for persons negligently setting fire to a house or houses.

75. What is forgery as defined by Act of Parliament, and will the alteration of a genuine instrument amount to forgery, and if so, under what circumstances?

76. To whom should stolen property be described as belonging in an indictment—whether the owner or the person in whose actual possession it was at the time of the theft?

77. Can the owner or occupier of land expel by force any person found trespassing upon it, and if so trespassing and doing damage, can he be taken before a magistrate without a warrant?

78. Can witnesses in a criminal prosecution claim the privilege of a confidential communication in respect of their peculiar position?

79. Why is it illegal to compound or compromise an indictable offence, and what, if any, are the exceptions to this rule?

Societies and Institutions.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

Bonus Report.

Report of the Directors to the Extraordinary General Meeting, held on Friday, the 20th of April, 1860:—

In conformity with the provisions of the deed of settlement, the directors have the pleasure of submitting to the proprietors and assured a report of the result of the society's operations for the third quinquennial period, ending on the 31st December, 1859.

By reference to the balance sheet, which has already been published, it will be observed that the gross assets on that day amounted to £263,719 19*s.* 11*d.*; the various sums then owing (including claims accrued and since paid), to £7,836 9*s.* 1*d.*; and the proprietors' fund to £59,907 19*s.* 7*d.*; leaving £195,975 11*s.* 3*d.* as the assurance fund, or the provision for the outstanding risks under policies.

The number of policies then in force was 1,336, for assurances amounting with previous bonus additions to sums of

£1,430,342, and annuities of £1,336; and yielding in annual premiums, £43,231 2s. 6d.

In order to determine the amount of surplus available for division on the present occasion, a very careful valuation has been made of the assets and liabilities of the society. In estimating the assets, a reserve has been made to meet any possible depreciation in the value of any of the securities; and in estimating the liabilities the most stringent tests have been applied. The table of mortality adopted has been the one constructed by Dr. Farr from the male population of the whole country, and from which the society's premiums have been calculated; it indicates a less favourable mortality than the Carlisle table, which is now most commonly used. The rate of interest assumed has been three per cent., and the net premiums only have been taken into account, the remaining portion of the premium income being retained to accumulate as a fund for future expenses and profits. Upon these principles the estimated value of the society's engagements is £152,086 12s.; and the directors recommend that this sum be reserved to meet the outstanding liabilities.

Should this recommendation be adopted by the meeting, the surplus available for division will be £43,888 19s. 3d. Under the new regulations of the society, one-tenth of this amount, or £4,388 17s. 11d., belongs to the proprietors, out of which £92 0s. 5d. has to be applied to make up the proprietors' fund to £60,000, and the remainder distributed during the next five years as an increased dividend to the shareholders over and above the interest of the proprietors' fund. The two sources combined will produce during the current quinquennial period, a dividend of 7s. per share, free of income-tax, or at the rate of 7 per cent. per annum on the amount of the original paid-up capital, being an increase of 1½ per cent. over the dividend paid during the last five years.

The remaining nine tenths of the surplus are to be appropriated to the policy holders on the participating scale of one year's standing and upwards, and will produce reversionary bonuses amounting to about £76,000, averaging very nearly £2 per cent. per annum on the sums assured, or about 60 per cent. on the premiums paid during the preceding five years. As soon as the necessary calculations can be completed, each policy holder will be informed of the amount added to his assurance, which, if desired, may be commuted, either for an immediate cash payment, or an equivalent reduction in the annual premium. In the meantime, a table is subjoined containing examples of the bonus additions to be made to some policies for £1,000 effected at different dates and ages, which will enable those interested to form an opinion of the general result.

Examples of Bonus Additions to Policies, to the 31st Dec. 1859.

Date of Policy.	Age at Entry.	Sum Assured.	Bonus added, 1859.	Total Bonus Additions.
		£	£	£
14 February, 1845.....	33	1,000	80	244
7 November, 1845.....	51	1,000	107	318
3 June 1846.....	47	1,000	96	272
3 October, 1849.....	40	1,000	88	187
11 April, 1851.....	44	1,000	98	168
2 June, 1853.....	35	1,000	91	121
8 March, 1855.....	40	1,000	99	99
31 December, 1857.....	30	1,000	52	52

As on previous occasions a resolution will be submitted to the meeting, authorising the directors to pay a current bonus of £1 per cent. per annum on the sum assured on each policy entitled to participate, which may become a claim during the current quinquennial period.

As evidence of the progress of the society, the directors have much gratification in being able to submit the following comparative statement of its affairs at the termination of each of the three quinquennial periods of its existence.

Comparative Statement of the Affairs of the Equity and Law Life Assurance Society, at each of the Periods of Division of a Bonus.

	31st Dec. 1849.	31st Dec. 1854.	31st Dec. 1859.
	£	£	£
Sums Assured	515,954	951,420	1,403,890
Annual Premiums	14,959	29,614	43,221
Total Income.....	17,802	35,912	54,103
Proprietors' Fund	50,514	84,790	99,967
Assurance Fund	23,298	101,612	199,975
Total Funds	73,812	186,402	285,682
Divisible Surplus	7,272	25,588	43,889

Before concluding this report, the directors take the opportunity of mentioning that they have bestowed much time and pains in endeavouring to simplify and improve the terms and conditions upon which assurances are granted, and they believe that this society now affords all the real advantages of which the system of life assurance is susceptible. The policy holders have the security of an ample paid-up capital, the responsibility and valuable connection of an influential body of shareholders, and at the same time the right of participating in *nine-tenths of the profits*, a much larger proportion than is allotted to them in most other offices. The travelling limits are very extensive, and the interests of third parties are not prejudiced by those limits being transgressed without their knowledge. Policies are no longer void by suicide, except when committed within thirteen months from the date of the policy, and then only if no third parties are interested in the assurance. And in the event of death occurring during the days of grace allowed for the renewal of a policy; the premium then due is not required to be paid, but the amount may be deducted on settlement of the claim.

The directors are confident that the results which they have now been enabled to announce cannot fail to be highly satisfactory to all who are interested in the society, and will, they trust, induce them to exert themselves to increase its business, and thereby ensure a continuance of the success which has hitherto attended its operations, and which, having regard to the unexampled competition with which it has had to contend, may justly be characterised as very remarkable.

JOHN M. CLABON, Chairman.

Court Papers.

Chancery Vacation Notice.

During the Whitsun Vacation, until further notice, all applications which are necessary to be made at the Chambers of the Equity Judges, are to be made at the Chambers of the Master of the Rolls.

The Chambers of the Master of the Rolls will be open on Friday, the 11th, and on Tuesday, Wednesday, Thursday, and Friday, the 15th, 16th, 17th, and 18th days of May, 1860, from 11 to 1.

Queen's Bench.

NEW CASES.—EASTER TERM, 1860.

NEW TRIAL PAPER.

Middlesex. Romilli v. Halahan. (Tried during Term).

" Cohen & Wife v. De Maillepree. (Tried during Term).

SPECIAL PAPER.

Dem. Swindell and Another v. The Company of Proprietors of the Birmingham Canal.

Common Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir WILLIAM ERLE, Knt., Lord Chief Justice of Her Majesty's Court of Common Pleas, at Westminster, in and after Trinity Term, 1860.

IN TERM.

Middlesex.		*London.*	
Thursday	May 24	Monday	May 28
Wednesday	" 30	Monday	June 4

AFTER TERM.

Middlesex.		*London.*	
Wednesday	June 13	Monday	June 25

The Court will sit during and after Term at 10 o'clock.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

NEW CASE.—EASTER TERM, 1860.

DEMURRER PAPER.

Ca. Nisi Prius. North, Assignee, &c. v. Taylor.

Exchequer of Pleas.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of Her Majesty's Court of Exchequer, in and after Trinity Term, 1860.

IN TERM.

Middlesex.		*London.*	
1st Sitting ..	Wednesday, May 23	1st Sitting	Monday, May 28
2nd Sitting ..	Wednesday " 30	2nd Sitting	Monday, June 4
3rd Sitting ..	Wednesday, June 6		

AFTER TERM.

Middlesex.		*London.*	
Wednesday	June 13	Monday	June 25

The Court will sit during and after Term at 10 o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the Causes entered for the respective Middlesex Sittings are disposed of.

Associate's Office, Exchequer of Pleas. By order.

NEW CASE.—Easter Term, 1860.

SPECIAL PAPER.

Dem. Nichols and Another *v.* Chapman.

English Funds and Railway Stock.

(Last Official Quotation during the week ending Friday evening.)

	English Funds.	
	Bank Stock	..
	3 per Cent. Red. Ann..	93½
	3 per Cent. Cons. Ann.	95⅛
	New 3 per Cent. Ann..	93½
	New 2½ per Cent. Ann.	..
	Consols for account ..	95½
	Long Ann. (exp. Apr. 5, 1885)	17 5-16
	India Debentures, 1858.	..
	Ditto 1859.	97½
	India Stock	..
	India Loan Scrip.	..
	India 5 per Cent. 1859..	106½
	India Bonds (£1000) ..	..
	Do. (under £1000).....	..
	Exch. Bills (£1000)...	9 p.
	Ditto (£500)....	6 p.
	Ditto (Small) ..	..
	Railway Stock.	
Shrs.		
Stock	Birk. Lan. & Ch. Junc.	72
Stock	Bristol and Exeter	104
Stock	Caledonian	91¾
20	Cornwall	7
Stock	East Anglian	18½
Stock	Eastern Counties	55
Stock	Eastern Union A. Stock	38
Stock	Ditto B. Stock	28
Stock	East Lancashire	..
Stock	Edinburgh & Glasgow.	79
Stock	Edin. Perth, & Dundee	32
Stock	Glasgow and South-Western	100
Stock	Great Northern	116¼
Stock	Ditto A. Stock	119½
Stock	Ditto B. Stock	132
Stock	Gt. Southn. & Westn. (Ireland)	114
Stock	Great Western	70½
Stock	Lancaster and Carlisle.	..
	Ditto Thirds..	19 p.
	Ditto New Thirds ..	19 p.
Stock	Lancash. & Yorkshire	105½

	Railways—*Continued.*	
Shrs.		
Stock	London and Blackwall.	70½
Stock	Lon. Brighton & S. Coast	114½
25	Lon. Chatham & Dover	12
Stock	London and N.-Wstrn..	101½
	Ditto Eighths	9⅛
Stock	London & S.-Westrn.	93
Stock	Man. Sheff. & Lincoln..	42½
Stock	Midland	117⅞
Stock	Ditto Birm. & Derby	96
Stock	Norfolk.....	54⅜
Stock	North British	61⅜
Stock	North-Eastn. (Brwck.)	96½
Stock	Ditto Leeds	49½
Stock	Ditto York	80
Stock	North London.....	108
Stock	Oxford, Worcester, & Wolverhampton ..	44
20	Portsmouth.....	16
Stock	Scottish Central.....	117
Stock	Scot. N. E. Aberdeen Stock	36
Stock	Do. Scotsh. Mid. Stk.	90
Stock	Shropshire Union	50
Stock	South Devon	44
Stock	South-Eastern	86⅞
Stock	South Wales	66½
Stock	S. Yorkshire & R. Dun	80
25	Stockton & Darlington	40
Stock	Vale of Neath	60
	Lines at fixed Rentals.	
Stock	Buckinghamshire	98
Stock	Chester and Holyhead.	51½
Stock	Ditto 5½ per Cent...	127
Stock	Ditto 5 per Cent ..	115
Stock	East Lincoln, guar. 6 per Cent	141
50	Hull and Selby	112
Stock	London and Greenwich	65
Stock	Ditto Preference..	120
Stock	Lon., Tilbury, Sthend..	97
Stock	Shrewsbury & Herefd.	102
Stock	Wilts and Somerset ..	93

Marriages, and Deaths.

MARRIAGES.

CROSSE—NORTHCOTE—On April 26, Herbert E. G. Crosse, Esq., Lieut. H.M.'s 59th Regt. to Fanny Hinton, only daughter of Henry Northcote, Esq., of the Middle Temple, Barrister-at-Law.

DAUNEY—HASTINGS—On April 30, Alexander Dauney, Esq., of the Middle Temple, Barrister at Law, to Emily Ellen, only daughter of John Hastings, Esq., M.D., of Albermarle-street.

DIGWEED—MILL—On April 28, John Stephen Digweed, Esq., of the Inner Temple, Barrister-at-Law, to Clara Esther, second daughter of the late James Mill, Esq., of the India House.

HELDEN—DALE—On April 26 Lawrence Holden, Esq., solicitor, Lancaster, to Jane Amelia, only daughter of the late Mr. Dale, of Lancaster.

HORNSBY—McCARTHY—On March 29, at Barrie, Canada West, John William Hornsby, Esq., of Lincoln's-inn, barrister-at-law, to Julia Anna Hope, eldest daughter of D'Alton McCarthy, Esq., of Barrie.

LYS—GRABHAM—On May 2, Francis D. Lys, surgeon, of Bere Regis, son of the late Henry C. Lys, Esq., barrister-at-law, of Sway House, Lymington, Hants, J.P. and D.L., to Anna, daughter of John Grabham, M.D., of Lonsdale-square.

PEDLEY—TALLIS—On April 19, Joseph Pedley, Esq., of Lincoln's-inn, to Miss Emma E. Tallis, Jersey.

MATTHEW—HIGGINS—NELSON—HIGGINS—On May 1, the Rev. David Sutton Matthew, M.A., perpetual curate of Wabe Heet St. Mary, to Mary, eldest daughter of John Higgins, Esq., of Alford; also at the same time, Arthur, second son of Robert Nelson, Esq., late judge of Malabar, H.E.I.C.S., to Anna Maria, second daughter of John Higgins, Esq., of Alford.

SUGDEN—DUNCAN—On April 28, Joseph Sugden, Esq., of Trinity House, Halifax, to Fanny, relict of John Busher Duncan, M.A., barrister-at-law.

WORKMAN—DAVIS—On April 25, at Belfast, Robert Workman, Esq., to Sarah Peil, second daughter of the late James Davis, Esq., solicitor.

DEATHS.

COCKLE—On April 25, in his 4th year, Harold Wilkin, son of James Cockle, Esq., of the Middle Temple, Barrister-at-Law.

M'KENNA—On April 24, Catherine Sybella, wife of W. Alexander M'Kenna, Esq., of Dublin, and grand daughter of Sir Joseph Barrington, Bart.

SMYTHE—On April 24, Thomas Smythe, Esq., of the Middle Temple, Barrister-at-Law, in the 58th year of his age.

TINLEY—On April 29, at Tynemouth, Jane, wife of John Tinley, Esq., Solicitor, aged 69.

* The Court will not sit at Nisi Prius on Wednesday, the 23rd of May, 1860 (as stated in the Sittings Paper). No cause, therefore, will be tried until the following day, Thursday, the 24th of May, 1860.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Butler, Sarah, Widow, Deptford, deceased, £150 Reduced Three per Cent. Annuities.—Claimed by William Warrington, Elizabeth Wegg, Widow, and Susanna Hallmarke, wife of John Hallmarke, the surviving executors of Elizabeth Bradley Warrington, Widow, deceased, who was the surviving executor of the said Sarah Butler, deceased.

Dennis, Hannah, Widow, Bedford, deceased, £9 12s. 9d. Consols.—Claimed by Sir John Ratcliff, Knt., administrator with will annexed, de bonis non, of the said Hannah Dennis, deceased.

Herbert, Rev. John Arthur, Glan Hafrew, Newtown, Montgomery-shire, £812 5s. 5d. Consols.—Claimed by the said Rev. John Arthur Herbert.

Laprimandaye, Rev. Charles John, Leyton, Essex, George Basford, servant to B. Foster, Woodford, & William Basford, Policeman, Southgate, Middlesex, £70 Consols.—Claimed by George Basford and William Basford, the survivors.

Nancolas, Charles & Benjamin Buxton, Cheesemongers, both of Tothill-street, Westminster, deceased, £99 2s. 11d., New Three per Cent. Annuities.—Claimed by Mary Hurding, wife of Richard Hurding, the limited administratrix of the said Charles Nancolas, deceased, who was the survivor,

Pinto, John Ferreira, Gent., St. Helen's-place, Bishopsgate, deceased, £32 1s. 9d. Consols.—Claimed by Augusta Farreira Pinto Basto, and Justino Ferreira Pinto Basto, the surviving executors.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

Barford, Hugh, of Henley on Thames, who died on the 27th of March, last. Heir at law to communicate with Messrs. S. & J. Cooper, Solicitors, of Henley on Thames. Mr. Barford's family are believed to have resided many years ago at Lichfield.

Jacobs, John, and William, who formerly resided at or near Chelsea, and to have held situations at the Board of Trade, themselves, or if dead, their representatives to communicate with; Messrs. Hopwood & Son, 47, Chancery lane.

Peterkin, John, Engraver, Edingburgh, his son Alexander Peterkin, who was a Baker in New York, and left that city in or about 1851, for Australia, himself if living, or if dead his representatives to communicate with. Messrs. Macandrew, 33, Dublin-street, Edingburgh.

Shergold, Josiah, formerly of Lambeth, himself or his represantives to communicate with W. W. King, Esq., Solicitor, 25, College-hill, Cannon-street, West.

London Gazettes.

Winding-up of Joint Stock Companies.

Unlimited, in Chancery.

Tuesday, *May* 1, 1860.

Trevalga Slate Company.—Order to wind up, April 21. V. C. Wood.

Limited in Bankruptcy.

Little Down and Ebber Rocks Mining and Mineral Company Limited.—Creditors to prove their debts; May 15, at 1. Com. Holroyd.

West of England Steam Flour Mills and Bakery Company Limited.—Petition to wind up (presented April 2) will be heard before Com. Fane on May 11.

Unlimited in Chancery.

Friday, *May* 4, 1860.

Athenæum Life Assurance Society.—V. C. Wood will, on May 9, at 3, proceed to make a call on contributories for 12*s.* 6*d.* per share.

Mexican and South American Company.—M. R. peremptory for a call of £2 5*s.* per share on contributories, upon whom a call for £9 per share have been made, and for £11 5*s.* per share on contributories upon whom no call has hitherto been made; to be paid on or before May 22, to Robert Palmer Harding, Official Manager, 3, Bank-buildings, London.

National Alliance Assurance Company.—V. C. Wood will, on May 10, at 11.30, proceed to make a call on contributories for £3 per share.

Polytechnic Institution.—M. R. will, on May 10, at 12, proceed to make a call on contributories for £1 per share.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, *April* 27, 1860.

Armstrong, William, Gent., Newcastle-upon-Tyne (who died on March 26). Mather & Cockcroft, Solicitors, 14, Grey-street, Newcastle-upon-Tyne. Aug. 1.

Beane, Robert, Flour Factor, Corn Exchange, late of 35, Edwardes-square, Kensington, late of Great Parudon, Essex (who died on Feb. 29). Shepheard, Solicitor, 24, Moorgate-street. June 24.

Beard, Charles Josiah James, Gent., 3, Gloucester-gardens, Camden-road-villas, Middlesex (who died on June 28). Church & Sons, Solicitors, 9, Bedford-row, London. June 1.

Grist, William, Marine Store Dealer, 67, Kitchen-street, Liverpool (who died on March 13, 1859). Radcliffe, Solicitor, 10, St. George's-crescent, Liverpool. May 29.

Hunt, Stephen, Farmer, Houghton Regis, Bedfordshire (who died Feb. 14). Medland, Solicitor, Dunstable. June 1.

Law, William Henry, Esq., a Major-General in her Majesty's service, formerly of the 83rd Regiment of Foot, 96, Pall Mall (who died on March 29). Fladgate, Clarke & Finch, Solicitors, 40, Craven-street, Strand, Middlesex. June 8.

MYOTT, JOHN, Grocer, Baker, Provision Dealer, & Shopkeeper, Belper, and Crich-carr, Derbyshire (who died in or about Jan., 1860). Greaves, Solicitor, Belper. May 14.

RAY, HENRY, Gent., Whitehaven, Cumberland (who died on or about Nov. 8). Brockbank & Helder, Solicitors, Whitehaven. May 26.

RICHARDSON, GEORGE, Master Mariner, Liverpool (who died on or about Nov. 1, 1859). Carson, Ellis, & Field, Solicitors, 3, Fenwick-street, Liverpool. June 23.

SMITH, JOHN, Plumber, Glazier, Painter, & Gas Fitter, Belper (who died on or about June 17 last). Greaves, Solicitor, Belper. May 19.

WATSON, ISAAC, Manufacturer, Morley, Yorkshire (who died in March, 1858). Thomas Watson, Manufacturer, Morley, Administrator. June 16.

TUESDAY, *May* 1, 1860.

ARMSTRONG, JOHN, Gent., Portsea (who died on Nov. 2, 1859). Edgcombe & Cole, Solicitors, Portsea. July 1.

BREARLEY, JOSEPH, Butcher, late of Philip-street, and afterwards of Monument-lane (who died on or about Dec. 31, 1856). Danks, Solicitor, Birmingham. June 11.

FUSSELL, SUSANNAH CHAFFEY, Widow, Wadbury House, near Frome, Somersetshire (who died on or about Nov. 2, 1859). Lovibond, Solicitor, Bridgwater. June 20.

HART, SARAH, Spinster, Hythe, Kent (who died on or about March 18, 1860). Watts, Solicitor, Hythe. July 6.

HEATH, JOSEPH, Gent., late of New Windsor, Berks, and formerly of Eton, Bucks (who died on Jan. 29, 1860). Darvill, Son, and Poulton, Solicitors, New Windsor. July 9.

HERBERT, SAMUEL, Esq., Gate Fulford, Yorkshire (who died on April 16, 1860). Garwood, Solicitor. York.

LEE, JOSEPH, Bookkeeper, Vessel Owner, Coal Leader, and Coal Dealer, Lofthouse, Rothwell, Yorkshire (who died on April 17, 1860). Turner, Solicitor, Rothwell. June 9.

MOLONY, Rev. FRANCIS WHEELER, Clerk, Stratford-upon-Avon (who died on Feb. 27, 1860). Hume & Bird, Solicitors, 10, Great James-street, Bedford-row, London. June 7.

MOORS, ELIZABETH, Spinster, Nether Knutsford, Chester (who died on Jan. 29, 1860). Roscoe & Sedgley, Solicitors, Nether Knutsford. June 25.

PARKES, GEORGE, Manufacturer, Bristol-road & Paradise-street, Birmingham (who died on March 9, 1857). Hill, Solicitor, 1, Cherry-street, Birmingham. June 30.

PFLEGER, CHRISTOPHER, Colonial Broker & Shipping Agent, 123, Fenchurch-street, London, and 2, Bromley-street, Stepney, Middlesex, and late of 6, Railway-place, Fenchurch-street (who died on Nov. 14, 1857). Tayler, Solicitor, 16, Great St. Helen's. June 4.

WILSON, MARGARET, Widow, 16, Warkworth-terrace, Commercial-road, Limehouse (who died on Feb. 6, 1860). Ratcliff, Solicitor, Dean Colet House, White Horse-street, Commercial-road East. June 24.

WYNN, Sir WILLIAM, Knt., late Governor of Sandown Fort, Isle of Wight (who died on Dec. 23, 1855). Rev. Simon Hart Wynn, Executor, Towyn, Merionethshire, North Wales. May 31.

FRIDAY, *May* 4, 1860.

CASE, THOMAS, who at his decease was carrying on business with John Eastwood as Master Carters, Liverpool under the firm of Eastwood & Case, (or against the said firm,) Roby, Solicitor, 6 York-buildings, Dale-street, Liverpool. July 1.

DAVIS, THOMAS, Bricklayer & Beer Seller, Brentwood End, Isleworth, Middlesex (who died on or about the 27th of March 1860.) Woodbridge & Son, Solicitors, 8 Clifford's Inn, Fleet-street, London, and Brentwood. Middlesex. June 1.

FRIDAY, JOHN, formerly a Shipwright and lately a Pensioner, under Government, 3 Providence-place, High-street, Mile-town, Sheerness (who died on or about July 9, 1858). Wright, Solicitor, 25 Bedford-row, Middlesex.

MASSIE, GEORGE, formerly a Commander in the Royal Navy, Gorleston, Suffolk (who died on or about March 18, 1860). Fisher, Lucas, & Steward, Solicitors, 25 South Quay, Great Yarmouth. June 9th.

WAUD, EDWARD, Worsted Spinner & Stuff Manufacturer, Richmond House, Great Horton-road, Bradford, Yorkshire (who died on or about January 22). Woolstapler, Executor, Bradford, July 1.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, *April* 27, 1860.

CASTLE, WILLIAM HENRY, Tanner, Crimscott-street, Bermondsey, Surrey (who died in or about Oct., 1858). Henderson *v.* Castle, V. C. Kinderaley. May 23.

CLARKE, CHARLES JOHN, Cattle Dealer, Caundle Bishop, Dorsetshire (who died in or about Oct., 1858). Trim *v.* Knight & Others, V. C. Stuart. May 30.

DARKE, ELIZABETH, Spinster, Allhallows-on-the-Walls, Exeter (who died in or about Aug., 1859). Darke & Others *v.* Dean and Chapter of St. Peter, Exeter, M. R. May 28.

DAWSON, THOMAS, Beckingham, Nottinghamshire (who died in or about Nov., 1859). Cook *v.* Dawson, M. R. May 25.

DOMVILE, CHRISTOPHER, Esq., 31, St. James's-square, Bath (who died on or about Oct. 30, 1859). Wilkie & Another *v.* Beachem, V. C. Stuart. June 11.

GOLDING, Rev. EDWARD, Clerk, Brimpton, Berkshire (who died in or about Nov., 1857). Elliott *v.* Golding & Others, V. C. Wood. May 7.

HOPPE, JAMES HENRY, Collector of Queen's Taxes, 2, Sparrow-corner, Minories, London (who died in or about June, 1851). Wilson *v.* Hoppe, V. C. Stuart. May 3.

MASON, JAMES, Hay Salesman & Barge Owner, formerly of 23, Old Bailey, afterwards of Charterhouse-square, London, and of Upper Stamford-street, Blackfriars, Surrey (who died on May 25, 1842). Mason & Others *v.* Mason & Others, V. C. Stuart. May 28.

MOCKETT, JOHN, Grocer, Deal, Kent (who died in or about Sept., 1854). Marsh & Another *v.* Her Majesty's Attorney-General & Others, V. C. Wood. May 22.

PIKE, JABEZ, Oil & Colourman, Cross-street, St. Mary, Newington (who died in or about June, 1855). Scholey & Others *v.* Pike & Others, V. C. Wood, May 9.

THOMSON, FREDERICK JOHN RICHARD HALE, Surgeon, Clarges-street, Piccadilly, Middlesex (who died in Jan., 1860). Thomson & Others *v.* Thomson, M. R. May 21.

WHEELDON, GEORGE, Esq., Springfield, Warwickshire, and The Grove, Surrey (who died in or about Sept., 1858). M'Carogher *v.* Whieldon, M. R. May 23.

WRIGHT, RACHAEL, Spinster, Witney, Oxfordshire (who died in or about June, 1857). Wright *v.* Salmon, V. C. Kinderaley. May 26.

TUESDAY, *May* 1, 1860.

COOKE, GEORGE, Solicitor, Northampton. Weller *v.* Lovell & Others, V. C. Stuart. May 31.

DIXON, GEORGE, Grocer, Bishopwearmouth, Durham (who died in or about Nov., 1859). Fothergill *v.* Dixon, M. R. May 25.

ELSWORTH, THOMAS, Spirit Merchant, Carlisle (who died in or about April, 1859). Wright *v.* Elsworth, M. R. May 30.

HALEY, PHILIP FURNEAUX, Surgeon, Witheridge, Devonshire (who died in or about Feb., 1859). Haley *v.* Comins & Another, V. C. Wood. May 22.

SMITH, MARY, Widow, Leamington, Warwickshire (who died in or about July, 1858). Rudd *v.* Wells, V. C. Kindersley. June 4.

SQUIRES, JOSEPH, Farmer, Foulbridge, St. Cuthbert, Carlisle (who died in or about Jan., 1855). Knowles *v.* Squires, V. C. Stuart. May 24.

TOOKIE, HENRIETTA, Widow, Hemel Hempstead, Hertfordshire (who died on March 17, 1847). Tookie *v.* Hooper & Others, V. C. Wood. May 22.

FRIDAY, *May* 4, 1860.

GAPPER, EDMUND PITTS, Esq., Daniel-street, Bathwick, Somersetshire (who died in or about March, 1834). Willoughby *v.* Wilkinson, M. R. May 22.

HUBIE, WILLIAM, Gent., 74, Charlotte-street, Fitzroy-square, Middlesex (who died in or about August, 1859). Hubie *v.* Hubie, V. C. Stuart. May 23.

LLOYD, DAVID, Draper, Market-place, Llanrwst, Denbighshire. (who died in or about December, 1859). Lloyd *v.* Lloyd, M. R., May 21.

MUSSETT, HENRY, Pastry Cook, Barking Church-yard, All-hallows, Barking, London (who died in or about June, 1854). Grant & Another *v.* Mussett, V. C. Wood. May 24.

PAINTER, JAMES, Farrier & Blacksmith, Wantage, Berkshire (who died in or about June, 1859). Gibbs & Another *v.* Savory & Others, V. C. Stuart. May 28.

PATTERSON, THOMAS, Parade-road, St. Helier, Jersey (who died in or about July, 1859). Flood & Another *v.* Patterson & Others, M. R. May 28.

Assignments for Benefit of Creditors.

FRIDAY, *April* 27, 1860.

BARTER, THOMAS WILLOUGHBY, Goldsmith, Jeweller, & Watchmaker, 15, High-street, Southampton. March 19. *Trustees*, T. Partridge, Jeweller, 4, Rodney-street, Pentonville, Middlesex; H. Adkins, Silver Plater, 4, Thavies-inn, Holborn-hill, London. *Sol.* Adkins, 4, Thavies-inn, Holborn-hill, London.

BROADWATER, WILLIAM JOHN, Baker, Oxford. March 19. *Trustees*, G. Cox, Miller, Abingdon, Berks; A. Brown, Widow, Piddington, Oxford. *Sol.* Bartlett, Abingdon.

CLARKE, GEORGE, Tailor & Outfitter, East Dereham, Norfolk. March 31. *Trustees*, R. Garland and H. Ledgard, Merchants, both of Wood-street, London. *Sol.* Reed, Guildhall Chambers, London.

FIELDER, WALTER, Draper, Portsea, Southampton. April 5. *Trustees*, T. Mansbridge, Warehouseman, Wood-street, London; S. Copestake, Warehouseman, Cheapside, London. *Sol.* Reed, 3, Gresham-street, London.

HALL, THOMAS, Manufacturer, sole partner of the firm of Thomas Hall & Co., Manchester and Ramsbottom, Lancaster. April 2. *Trustees*, W. Montgomery and W. Waller, Manufacturers, Manchester; W. S. Kay, Manufacturer, Bury, Lancaster. *Sols.* Sale, Worthington, Shipman, & Seddon, 39, Booth-street, Manchester.

HODDER, EDWARD, Grocer & Provision Dealer, Lozells, Aston, Warwickshire. April 16. *Trustees*, R. T. Abbott, Gentleman, Handsworth, Staffordshire; H. S. Smith, Gentleman, Handsworth, Staffordshire. *Sol.* Jaques, 44, Cherry-street, Birmingham.

NAPPER, ALFRED, & JOHN NAPPER, Drapers, Castle Cary, Somersetshire. April 9. *Trustees*, G. B. Greatorex, Warehouseman, Aldermanbury, London; J. Baggallay, Warehouseman, Love-lane, London; J. Boyd, Manufacturer, Castle Carey. *Sols.* Davidson, Bradbury, & Haldwick, Weavers'-hall, 22, Basinghall-street, London.

PERCIVAL, JAMES, Draper, Warrington, Lancaster. April 18. *Trustees*, R. Percival, Farmer, Antrobus, Chester; J. Jackson, Merchant, Manchester. *Sol.* Nicholson, Warrington.

POWELL, GEORGE, Draper, Birmingham. April 11. *Trustees*, C. Watson, and W. G. Mason, Merchants, Manchester. *Sols.* Sale, Worthington, Shipman, & Seddon, 29, Booth-street, Manchester.

SMALLBONES, JAMES, Draper & Grocer, Marlborough, Wilts. April 16. *Trustees*, J. Smallbones, Draper, Devizes; J. Hyde, Jun., Clothier, Abingdon, Berks. *Sol.* Witley, Devizes.

SIMPSON, CHARLES, Chemist & Druggist, Lincoln. April 21. *Trustees*, R. Clarke, Architect, Nottingham; T. Simpson, Ironmonger, Lincoln. *Sol.* Carline, Lincoln.

WRIGHT, SAMUEL, Innkeeper & Licensed Victualler, Spread Eagle Hotel, Manchester. April 23. *Trustees*, R. Bennett, Wine & Spirit Merchant, Liverpool; H. Beddington, Brewer, Manchester. *Sols.* Potter & Knight, 13, Cooper-street, Manchester.

TUESDAY, *May* 1, 1860.

COLPMAN, GEORGE, Grocer, Tea, & Provision Dealer, Peterborough. April 23. *Trustees*, R. Price, Grocer, Oundle; W. Colpman, Farmer, Islip. *Sol.* Yorke, Oundle.

HOLLEY, CHARLES, Coal Merchant, Shillingford, Oxfordshire. April 23. *Trustee*, S. Lovegrove, Farmer, Pishill, Oxfordshire. *Sol.* Neale, 13, Friar-street, Reading.

NUTT, JAMES, Jeweller, Goldsmith, & Watch & Clock Manufacturer, 23, Leadenhall-street, London. April 18. *Trustees*, W. Dudley, Jeweller, Thavies-inn, Holborn, London; T. Partridge, Jeweller, 4, Rodney-street, Pentonville, Middlesex; J. Hazell, Jeweller, Gloucester-street, Clerkenwell, Middlesex. *Sols.* Miller, Son, & Day, 24, Eastcheap, London.

RAYMENT, WILLIAM, Farmer & Corn Dealer, Gannyland Farm, Hellingly, Sussex. April 4. *Trustees*, G. Webster and W. Webster, jun., Millers & Corn Merchants, Waltham Abbey, Essex. *Sols.* Lucas & Shewler, 1, Trinity-place, Charing-cross, Middlesex.

SPEAKMAN, JOHN, & JOHN HAINES, Builders, Farnham, Surrey; Aldershot, Hants (Speakman & Haines). April 25. *Trustees*, S. Hedge,

Timber Merchant, Staines, Middlesex; E. Mills, Timber Merchant, 55, King William-street, London; W. Pullinger, Grocer, Farnham. *Sol.* Howard, 66, Paternoster-row, London.

STACKWOOD, WILLIAM, Cordwainer, Grocer, & Dealer in Flour, Carbrooke, Norfolk. April 20. *Sol.* Feltham.

TOWNEND, JOHN, Chemist, Pudsey, Yorkshire. April 13. *Trustee*, G. Rydill, Auctioneer, Dewsbury, Yorkshire. *Sol.* Chadwick, Dewsbury.

TYSON, WILLIAM, Flour Dealer, Liverpool. April 23. *Trustees*, J. Grant, Flour Dealer, Liverpool; H. Williams, Merchant, Liverpool. *Sol.* Henry, 3, Clayton-square, Liverpool.

FRIDAY, *May* 4, 1860.

BALFOUR, JOHN LUCAS, Draper, Leeds. April 4. *Trustees*. J. Whiting, Draper, Leeds; D. Hall, Joiner & Builder, Leeds. *Sol.* Ford, 70, Albion-street, Leeds.

HAMMOND, CHARLES, Grocer & Baker, Maidstone, Kent. *Trustee*, J. Lowenthal, Provision Merchant, 16, Little Tower-street, London. April 28. *Sol.* Joslen, 16, Earl-street, Maidstone.

HARRIS, ROBERT, Chemist & Druggist, Aldershott, Surrey. March 29. *Trustee*, T. Preston, 94, Smithfield-bars, West Smithfield, Middlesex. *Sol.* Smith, 13, Lawrence-lane, Cheapside, London.

LAWTY, FRANCIS, Shoemaker, Langtoft, London. April 11. *Trustees*, M. Lawson, Currier, Bridlington, York. *Sol.* Jarratt, Great Driffield, York.

LEWIS, EVAN CRUIKSHANK, Printer, Coventry. April 7. *Trustees*, C. Morgan, Wholesale Stationer, Cannon-street, West, London; G. Fagg, Letter Founder, Chiswell-street, London. *Sol.* Hackwood, 7, Walbrook, London.

MAXWELL, WILLIAM, Contractor, Redditch, Worcester, and of Banbury, Oxford. March 21. *Trustees*, W. Nicks, Timber Merchant, Gloucester; G. Wood, Brickmaker, Oldbury, Worcester. *Sol.* Nicks, Gloucester.

M'KEY, JOHN, Grocer & Provision Dealer, Brownlow-hill, Liverpool. March 19. *Trustees*, W. Ringland, jun., Merchant, Whitechapel, Liverpool; J. Kenrick, Tea & Coffee Merchant, Dale-street, Liverpool.

MEDLAND, ELIZA, Jeweller, 37, Ludgate-street, London. April 11. *Trustees*, W. King, Wholesale Jeweller, 18, Bridgewater-square, Barbican; C. Bowman, Wholesale Jeweller, 70, Wynyatt-street, Clerkenwell, Middlesex. *Sols.* Taylor & Woodward, 28, Great James-street, Bedford-row, Middlesex.

SMELLING, ELISABETH, & WILLIAM PERREM CURTIS, Drapers & Milliners, Newton Abbot, Devon. April 14. *Trustees*, L. Bearne, Accountant, Newton Abbot; J. A. Balsom, Builder, Torquay. *Sols.* D'Arcy & Beachey, Newton Abbot.

Bankrupts.

[*The following names were omitted from our list of Bankrupts for Tuesday, April* 24, *having been inserted by mistake in the list of Meetings for Proof.*]

BACH, HENRY, Hosier, Sheffield. *Com.* West: June 2, & May 6, at 10; Sheffield. *Off. Ass.* Brewin. *Sol.* Unwin, Sheffield. *Pet.* April 7.

WAITE, ALEXANDER, Draper & Clothier, Berwick-upon-Tweed. *Com.* Ellison: April 28, at 11.30, and June 8, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Harle & Co., Newcastle-upon-Tyne, and Southampton Buildings, Chancery-lane. *Pet.* April 14.

FRIDAY, *April* 27, 1860.

ARDELL, JANE, Spinster, Grocer & Draper, North Ockenden, Essex. *Com.* Evans: May 10, at 11; and June 7, at 1; Basinghall-street. *Off. Ass.* Johnson. *Sols.* Digby & Sharp, 1, Circus-place, Finsbury; or Rawlings, Romford, Essex. *Pet.* April 19.

BEGBIE, ROBERT SPEAR, Merchant, 6, Great Winchester-street, London (R. Begbie & Co.), and at Rangoon, East Indies (Begbie & Co.), and at Moulmein, East Indies (Macrae, Begbie & Co.) *Com.* Fane: May 11, at 2; and June 8, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Crowder, Maynard, Son, & Lawford, 57, Coleman-street. *Pet.* April 25.

BIRT, WILLIAM, Boot & Shoe Maker, Liverpool. *Com.* Perry: May 10 & 31, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Minshull & Horner, Liverpool. *Pet.* April 24.

BLACK, WILLIAM, Builder, Prospect-house, Charles-street, St. James's-road, Holloway, Middlesex. *Com.* Fonblanque: May 4, at 12.30; and June 8, at 1; Basinghall-street. *Off. Ass.* Graham. *Sol.* Proudfoot, 24, John-street, Bedford-row, London. *Pet.* April 25.

BRIMELOW, JOHN, RICHARD DANIELS, & SAMUEL DANIELS, Silk Manufacturers, Bedford, Leigh, Lancashire. *Com.* Jemmett: May 10, and June 7, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Welsh, 16, Cooper-street, Manchester. *Pet.* April 23.

COPE, JOSEPH, China Manufacturer, Longton, Staffordshire (carrying on trade with Samuel Cope & Thomas Cooper, at Longton, China Manufacturers). *Com.* Sanders: May 12, and June 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Clarke, Longton; or Smith, Birmingham. *Pet.* April 21.

EYRE, JOSHUA, Silk Manufacturer, Chowbent, Leigh, Lancashire. May 11, and June 7, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Hampson, King-street, Manchester. *Pet.* April 19.

LAMBERT, THOMAS, jun., Steam Thrasher, Stowupland, Stowmarket, Suffolk. *Com.* Fonblanque: May 4, and June 8, at 12; Basinghall-street. *Off. Ass.* Graham. *Sol.* Maddock, 15, Serjeant's-inn, Fleet-street, London. *Pet.* April 24.

LORD, JOHN, Dyer, Shelf, Halifax (J. Lord & Co.) *Com.* West: May 10, and June 8, at 11; Leeds. *Off. Ass.* Young. *Sols.* Wayell, Philbrick, & Foster, Halifax; Bond & Barwick, Leeds. *Pet.* April 24.

MEANEY, STEPHEN JOSEPH, Newspaper Proprietor & Publisher, Liverpool. *Com.* Perry: May 8 & 30, at 11; *Off. Ass.* Cazenove. *Sol.* Pemberton, 13, Cable-street, Liverpool. *Pet.* April 25.

RUSSELL, JOHN THOMAS, Linen Draper, Northampton. *Com.* Evans: May 11, at 1; and June 8, at 11; Basinghall-street. *Off. Ass.* Johnson. *Sol.* Fuller, Hatton-garden. *Pet.* April 26.

WENHAM, JAMES, Watch Maker & Jeweller, Swaffham, Norfolk. *Com.* Evans: May 10, at 1; and June 7, at 11; Basinghall-street. *Off. Ass.* Bell. *Sols.* Plimsaul, 7, South-square, Gray's-inn; or Marcon, Swaffham, Norfolk. *Pet.* April 26.

TUESDAY, *May* 1, 1860.

BROOKES, THOMAS, Boot & Shoe Manufacturer, Birmingham. *Com.* Sanders: May 12, and June 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* East, Birmingham. *Pet.* April 27.

CLARIDGE, JAMES EDWARD, Drover & Cattle Salesman, Hill Croome, Worcestershire, and Charlborough, Oxfordshire. *Com.* Sanders: May 12, and June 7, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Badham & Brookes, Tewkesbury; or James & Knight, Birmingham. *Pet* April 25.

CLEGG, ROBERT DAWSON, & FREDERICK ANGERSTEIN, Dealers in Atmospheric Clocks, 44, Friday-street, Cheapside, and 73, Fleet-street, London. *Com.* Fonblanque: May 9, at 11.30; and June 13, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Solomon, 22, Finsbury-place, London. *Pet.* April 27.

COOPER, WILLIAM, Builder, Cheriton, Alresford, Southampton. *Com.* Holroyd: May 12, at 11.30; and June 12, at 2; Basinghall-street. *Off. Ass.* Lee. *Sols.* Godwin, 4, Essex-court, Temple; or Clark, Bishops Waltham, Hants. *Pet.* April 19.

DOWELL, JAMES, Licensed Victualler, Dudley-street, Birmingham. *Com.* Sanders: May 12, and June 7, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Suckling, 11, Cherry-street, Birmingham. *Pet.* April 23.

FOSTER, ROBERT BLAKE, & JOHN FRASER, Commission Agents, Liverpool (Foster, Fraser & Co.) *Com.* Perry: May 15, and June 4, at 11; Liverpool. *Off. Ass.* Bird. *Sols.* Neal & Martin, Liverpool. *Pet.* April 26.

GOOSE, WILLIAM PYMAR, Builder, Downham-market, Norfolk. *Com.* Holroyd: May 15, and June 12, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Wilkin, King's Lynn, Norfolk, and 3, Furnival's-inn, London; or Doyle, 2, Verulam-buildings, London. *Pet.* April 19.

GOSTLING, SAMUEL, Butcher & Cattle Dealer, Castle Acre, Swaffham, Norfolk. *Com.* Holroyd: May 15, at 2; and June 12, at 12; Basinghall-street. *Off. Ass.* Edwards, *Sol.* Plimsaul, 7, South-square, Gray's-inn. *Pet.* April 27.

HAYWOOD, HENRY, alias JOSEPH HAYWOOD, Ribbon Manufacturer, Whitefriars-lane, Coventry. *Com.* Sanders: May 16, and June 11, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Martin, Thomas, & Holland, Mincing-lane, London; or James & Knight, Birmingham. *Pet.* April 21.

LAFFERE, JOHN, Chemist & Druggist, Plymouth. *Com.* Andrews: May 14, and June 4, at 12.30; Athenæum, Plymouth. *Off. Ass.* Hirtzel. *Sols.* Beer & Rundle, Devonport. *Pet.* April 18.

LANCEY, JOHN, Linen Draper, Barnstaple, Devonshire. *Com.* Andrews: May 16, and June 13, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Chapple, 19, Great Carter-lane, City, London; or Terrell, Exeter. *Pet.* April 24.

LARARD, HENRY WILLIAM, Jeweller & Watchmaker, Hull. *Com.* Ayrton: May 23, and June 20, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Bartlett & Son, Birmingham; or Bond & Barwick, Leeds. *Pet.* April 19.

MERRICK, WILLIAM HIGGINS, Innkeeper & Commission Agent, Halesowen, Worcestershire. *Com.* Sanders: May 14, and June 4, at 11; Birmingham. *Off Ass.* Whitmore. *Sols.* James & Knight, Birmingham; or Plunkett, West Bromwich. *Pet.* April 26.

SMITH, WILLIAM, Ship Owner, South Shields. *Com.* Ellison: May 9, at 12; and June 8, at 11.30; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Hodge & Harle, Newcastle-upon-Tyne; or Sudlow & Co., 38, Bedford-row, London. *Pet.* April 23.

SPARK, EDWIN HENRY, Jeweller, formerly of Cumming-street, Pentonville, Middlesex, afterwards of 43, Newman-street, Oxford-street, and late of 13, Heathcote-street, Gray's-inn-road. *Com.* Evans: May 10, at 11.30; and June 7, at 2; Basinghall-street. *Off. Ass.* Johnson. *Sol.* Fuller, Hatton-garden. *Pet.* April 25.

FRIDAY, *May* 4, 1860.

ABRAHAM, BENJAMIN, Jeweller, Fore-street, Taunton, Somerset. *Com.* Andrews: May 17, and June 13 at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* John Hull Terrell, Exeter. *Pet.* May 2.

BEDFORD, WILLIAM, Baker, 6, Middlesex-street, Whitechapel, Middlesex. *Com.* Goulburn: May 14, at 11.30, and June 18, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Taylor, 15, South-street, Finsbury-square. *Pet.* May 2.

DUGGAN, CHARLES SHARPHOUSE, Wholesale Stationer, & Account Book Manufacturer, 16, Bridge House-place, Newington-causeway, Surrey. *Com.* Evans: May 17, at 2, and June 14, at 1; Basinghall-street. *Off. Ass.* Bell. *Sols.* Lawrence, Plews, & Boyer, Old Jewry-chambers. *Pet.* May 4.

HANSON, ISAAC, Innkeeper, Halifax, Yorkshire. *Com.* Ayrton: May 21, at 12.30, June 18, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Mitchell, Halifax, or Bond & Barwick, Leeds. *Pet.* May 1.

HARRIS, WILLIAM, Hay & Cattle Dealer, Stoke Prior, Worcestershire. *Com.* Sanders: May 17, & June 14, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols* James & Knight Birmingham; or Minshull & Saunders, Bromsgrove. *pet.* April 30.

KURTZ, BENJAMIN, Manufacturing Jeweller, 43, Rathbone-place, Oxford-street, Middlesex. *Com.* Goulburn; May 14, at 12.30; and June 18, at 11: Basinghall-street, *Off. Ass.* Pennell. *Sol.* Bruton, 3, Lyons-inn, Strand.

MOORE, THOMAS, Grocer & Stonemason, Morland, Westmorland. *Com.* Ellison: May 10, at 11.30; & June 14, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Hoyle, 30, Grey-street, Newcastle-upon-Tyne, & Wilsone, Kendal. *Pet.* April 23.

OAKSHOTT, BENJAMIN THOMAS, Licensed Brewer, Retailer of Beer, & Barge Owner, Portsea, Southampton. *Com.* Evans: May 17, at 11.30; & June 14, at 12: Basinghall-street, *Off. Ass.* Johnson. *Sol.* Low 65, Chancery-lane; Pafford & Price, Portsea. *Pet.* April 24.

STANLEY, JOSEPH, Draper, Walsall, Staffordshire. *Com.* Sanders: May 14 & June 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Sale, Worthington, & Shipman, Manchester, or Hodgson & Allen, Birmingham. *Pet.* April 20.

TRENTER, HENRY, Butcher, St. Matthew's-street, Ipswich. *Com.* Fane: May 18, at 12; and June 15, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Nichols & Clark, 9, Cook's-court, Lincoln's-inn. *Pet.* April 27.

BANKRUPTCIES ANNULLED.

FRIDAY, *April* 27, 1860.

CHEETHAM, CHARLES MOTTRAM, Linen & Woollen Draper, Worksop, Nottinghamshire. April 21.

TUESDAY, *May* 1, 1860.

HEWITT, JOHN, jun., Miller & Flour Seller, Halvergate, Norfolk. April 27.

FRIDAY, *May* 4, 1860.

LONG, JAMES, Spirit Merchant, Leeds. May 3.

MEETINGS FOR PROOF OF DEBTS.

FRIDAY, *April* 27, 1860.

ADSHEAD, JOSEPH, Wholesale Hosier, Merchant & Commission Agent, Manchester. May 18, at 12; Manchester.—CLARK, GEORGE, Builder, Ashford, Kent. May 19, at 11.30; Basinghall-street.—FAITHFULL, WALTER, Linen Agent, 10. Ironmonger-lane, London. May 22, at 12; Basinghall-street.—HAZELL, JAMES, Soap & Candle Manufacturer,

Bristol. May 24, at 11; Bristol.—HOPKINS, THOMAS WEARE, Hosier & Haberdasher, 104, King's-road, Chelsea. May 21, at 12.30; Basinghall-street.—JENNENS, THEODORE HYLA, Papier Maché Manufacturer & Japanner, 6, Haikin-street West, Belgrave-square, & of Church-street, Chelsea. May 22, at 1; Basinghall-street.—LOWNDES, LEVI, Draper, Abergavenny, Monmouthshire. May 21, at 11; Bristol.—PATERSON, ALEXANDER M'NAUGHTANS, JOHN WALKER, JAMES BOYDELL, & CHARLES BLAINEY TREVOR ROPER, Ironfounders, Ironmasters, & Edge Tool Manufacturers, Oak Farm Works, Kingswinford, Staffordshire. June 4, at 11; Birmingham.—MARSH, JOHN GEORGE, Carpenter & Builder, Church-street, Minories, London. May 18, at 12; Basinghall-street.—MORRIS, THOMAS, Joiner & Builder, Long Eaton, Derbyshire. May 22, 11.30; Nottingham.—NORMANVILLE, WILLIAM JOHN, Commission Agent, Dealer in Patents, & Manufacturer of Axle Boxes for Railway Carriages, Seymour-chambers, Duke-street, Adelphi, & 16, Queen's-road, Regent's-park, Middlesex. May 18, at 11.30; Basinghall-street.—QUARTERMAN, HENRY, Carpenter & Builder, St. Aldate, Oxfordshire. May 18, at 11; Basinghall-street.—SMITH, JOHN PASSAM, Tea Dealer & Grocer, 1, Coventry-street, Haymarket. May 18, at 12.30; Basinghall-street.—SMITH, SAMUEL, Carman & Carrier, 26, Holywell-row, Shoreditch, Middlesex. May 18, at 1.30; Basinghall-street.—SUMMERS, JAMES, Wholesale Jeweller, 38, Hatton-garden, Middlesex (James Summers & Co.) May 18, at 1; Basinghall-street.—WHITE, ISAAC, Ironmonger, Brazier, & Tinman, Biggleswade, Bedfordshire. May 19, at 12; Basinghall-street.

TUESDAY, *May* 1, 1860.

COLE, JAMES ORMOND, Rigger & Stevedore, Montagu-place, Poplar, late of Orchard-street, Poplar, Middlesex. May 24, at 11; Basinghall-street.—FEAST, ROBERT WALTON, & HENRY FEAST, Export Oilmen, 26, Victoria-road, Lower-road, Islington, Middlesex, late of Earl-street, & Clifton-street, Finsbury (Feast, Brothers.) May 24, at 1; Basinghall-street.—FLEGG, CHARLES, Milliner, Great Yarmouth, Norfolk. May 24, at 12; Basinghall-street.—LACE, JOSHUA FLETCHER, 4, Mersey-street, Birkenhead, Chester, & LEONARD ADDISON, Abbotts Grange, Chester, Printers & Stationers (Lace & Addison.) May 22, at 11; Liverpool. Same time sep. est. of Joshua Fletcher Lace.—MARRIS, WILLIAM, Draper, Nottingham, May 22, at 11.30; Nottingham.—WILLIAMS, EDWARD, & JOHN WILLIAMS, Dudley (Williams & Sons.) June 4, at 11; Birmingham.

FRIDAY, *May 4th*, 1860.

BATTERS, GEORGE, Starch Manufacturer, Hatcham, Surrey. May 25, at 1; Basinghall-street.—JACOBSON, ALEXANDER, Dealer in Watches & Jewellery, 31, Tyson-street, Clerkenwell, Middlesex. May 16, at 1.30; Basinghall-street.—RIDGWAY, WILLIAM RANT, Chemist & Druggist, Norwich, and Manufacturing Chemist, Surlingham, Norfolk. May 25, at 11; Basinghall-street.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

FRIDAY, *May* 4, 1860.

BOWDEN, MARK, Flint Glass & Looking Glass Manufacturer, and Glass Cutter, Bristol. May 21, at 11; Bristol.—BUSH, JOHN WHITTAKER, Colour Manufacturer, Wandsworth Colour Works, Wandsworth, Surrey. May 23, at 2; Basinghall-street.—GRINDY, WILLIAM, Jun., Cattle Salesman, Longnor Edge, near Longnor, Staffordshire. June 1, at 11; Birmingham.—HOPKINS, THOMAS WEARE, Hosier & Haberdasher, 104, King's-road, Chelsea, Middlesex. May 21, at 11.30; Basinghall-street.—JENNENS, THEODORE HYLA, Papier Maché Manufacturer & Japanner, 6, Haikin-street West, Belgrave-square, and Church-street, Chelsea, Middlesex. May 22, at 1; Basinghall-street.—JOHNSON, WILLIAM, Leather Dealer, Shrewsbury. May 21, at 11; Birmingham.—LOWNDES, LEVI, Draper, Abergavenny, Monmouthshire. May 22, at 11; Bristol.—MINTORN, JOHN, Jun., Manufacturer of Materials for Wax Flowers & Dealer in Alabaster Articles and Glass Shades, 106, New Bond-street, Middlesex. May 19, at 11; Basinghall-street.—PEPPER, THOMAS, Wheelwright & Timber Merchant, Mountfield, Sussex. May 18, at 1.30; Basinghall-street.—WHITE, GEORGE CHAMBERS, Brewer & Spirit Merchant, Donington, Lincolnshire. May 22, at 11.30; Nottingham.—

TUESDAY, *May* 1, 1860.

CALVOCORESSI, ANTONIO, Merchant, Manchester. May 23, at 12; Manchester.—CROSS, ROBINSON, Grocer, Draper, Druggist, & Ironmonger, Hagworthingham, Lincolnshire. May 23, at 12; Kingston-upon-Hull.—HARRIS, JOHN, Innkeeper, Littledeans-hill, Lea Baily, Gloucestershire. June 4, at 11; Bristol.—KEMP, HENRY FRIDLINGTON, & WILLIAM SKEY, Distillers, Louth. May 23, at 12; Kingston-upon-Hull.—LEAH, THOMAS, & HERBERT LEAH, Merchants & Factors, Tower-buildings, Liverpool (Leah Brothers). May 22, at 11; Liverpool.—MATTYSON, SYLVESTER, Butcher & Ship Store Dealer, late of 50, Regent-road, Liverpool, but now of Gulton-street, Liverpool. May 22, at 12; Liverpool.—MILLAR, RICHARD, Jun., & EDWARD LAMBURN MUNNS, Wholesale & Export Oilmen, 10, Primrose-street, Bishopsgate, London. May 24, at 12; Basinghall-street.—NEWSTEAD, EMMA, Licensed Victualler, Magpie & Horse Shoe Tavern, 1, Bedford-street, Bedford-row, Holborn, Middlesex. May 23, at 12; Basinghall-street.—PORTMAN, SOLOMON, Innkeeper, Oldbury, Worcestershire. June 11, at 11; Birmingham.—ROBERTS, WILLIAM, Builder, Coventry. June 11, at 11; Birmingham.—SLADEN, ELEAZER, Grocer & Beershop Keeper, Bridport. June 1, at 12; Exeter.—WOOLBRIDGE, JAMES, Fellmonger, Lincoln. May 23, at 12; Kingston-upon-Hull.

FRIDAY, *May* 4, 1860.

BELL, WILLIAM MONCRIEFF, Draper, Liverpool. May 25, at 11; Liverpool.—JONES, WILLIAM, Dairyman, & Dealer in Eggs and Bread, Cow Keeper & Grazier, 3, New-road, Whitechapel, Middlesex, and Hampark, Upton, Essex. May 25, at 1.30; Basinghall-street.—NICHOLSON, THOMAS, jun., & ISAIAH BIRT NICHOLSON, Coal & Slate Merchants, Gloucester. June 4, at 11; Bristol.—ROE, JOHN, Merchant & Commission Agent, Southtown, otherwise Little Yarmouth, Suffolk. May 25, at 1.30; Basinghall-street.

To be DELIVERED, *unless* APPEAL *be duly entered.*

FRIDAY, *April* 27, 1860.

ELLIS, WILLIAM, sen., Nottingham, and Atherstone; Warwickshire, & WILLIAM ELLIS, jun., Atherstone, Scale Board Manufacturers (W. Ellis & Son). April 20, 3rd class.—KEVIS, JAMES, Licensed Victualler, Old-street, St. Luke's, Middlesex. April 19, 2nd class.—NASH, RICHARD, Innkeeper, Wolverhampton. April 20, 3rd class.—SIMON, EDOUARD, Wine Merchant & General Commission Agent, 24, South-street, Brompton, Middlesex, & 37 & 38, Mark-lane, London. April 20, 3rd class.

TUESDAY, *May* 1, 1860.

BACK, SAMUEL JOHNS, Tailor & Draper, Kingston-upon-Hull. April 18, 3rd class.—BEDELLS, JOHN GEARD, Chemist, Druggist, & Draper, Brewood, Staffordshire. April 30, 3rd class.—BEDFORD, ISAAC HAWKER, & HENRY LIGHTON, Cut Glass Manufacturers, Birmingham. April 30, 3rd class.—BOND, NOAH GEORGE, Bookseller & Stationer, Huddersfield, Yorkshire. April 23, 3rd class.—ELLIOT, EDWARD, Quarryman, Builder & Dealer in Manures, Sandgate, and Quay Walls, Berwick-upon-Tweed. April 26, 3rd class.—FIELD, JOHN, Boot & Shoe Manufacturer, 27, Hackney-road, Middlesex. April 25, 2nd class.—FLEGG, CHARLES, Milliner, Great Yarmouth. April 24, 2nd class, after a suspension of three months.—MORRISON, JAMES, & LARS OSCAR ABELIN, Ship Chandlers, Liverpool (Morrison & Abelin). April 17, 2nd class.—JACKSON, THOMAS, Contractor, 10, Cannon-street, London. April 20, 1st class.—OLIVER, DAVID STODHART, Wine & Spirit Merchant, Temple, otherwise Holy Cross, Bristol. April 26, 1st class.—PERRINS, ISAAC THOMAS, Iron Merchant, Dudley, Worcestershire. April 30, 2nd class.—SCRIBNER, WILLIAM JOHN, Butcher & Meat Seller, High-street, Plymouth. April 23, 3rd class, subject to a suspension of fifteen months.—SIMPSON, DAVID, Goldsmith & Jeweller, 29, Hatton-garden, Middlesex. April 20, 2nd class, after a suspension of three months.—STORY, THOMAS LEE, Tailor & Draper, Thrapston, Northamptonshire. April 25, 3rd class.—TILLEY, JOSEPH, Licensed Victualler, King William the 4th Public-house, St. Andrew's-road, Horsemonger-lane, Southwark. April 25, 2nd class.—UNDERWOOD, THOMAS, jun., Ironmonger, Cardiff. April 26, 2nd class.—WARREN, JAMES, Licensed Victualler, Vine Inn, East Stonehouse, Devonshire. April 23, 1st class.—WHITE, ISAAC, Ironmonger, Brazier, & Tinman, Biggleswade, Bedfordshire. April 18, 1st class.—WORMAN, ADOLPH, Boot & Shoe Manufacturer, 126, Minories, and 16, Alfred-street, Bow-road, Middlesex. April 26, 2nd class.

FRIDAY, *May* 4, 1860.

CALDWELL, WILLIAM CHESWORTH, Tailor & Draper, 2, Nassau-place, Commercial-road, East, Middlesex. April 25, 3rd class.—CLARKE, GEORGE, Carpenter & Builder, 11, Streatham-place, Brixton-hill, Surrey. April 26, 3rd class.—HAWKER, EDWIN, Homœopathic Chemist, Coffee & Tea Dealer, Torquay, Devon. Jan. 5, 3rd class, after a suspension of twelve months from April 23, 1860. HEBD, JOHN, Corn Merchant, Liverpool. April 24, 2nd class.—HEYS, RICHARD, Provision Dealer, Heywood, Lancaster. April 26, 3rd class.—NASH, GEORGE, Leighton Buzzard, Bedford. April 19, 3rd class.—ROWLASON, JOHN & JOHN BROOKS, Builders, Liverpool. April 24, 2nd class.—SHARP, THOMAS, Hotel Keeper, Dealer in and retailing Wines and Spirits, Livery Stable Keeper, Aldershot, Southampton. April 25, 3rd class.—WALE, BENJAMIN BURLINGTON & GEORGE CHARLES DAWE, Builders, 123, Chancery-lane, London. April 27, 2nd class.

Scotch Sequestrations.

FRIDAY, *April* 27, 1860.

BROWN, HUGH SANDEMAN, Potato Merchant, Perth, deceased. May 4, at 2; George Hotel, Perth. *Sec.* April 24.

MOORE, ALFRED, Photographer, 283, Regent-street, St. Mary-le-bone, Middlesex, and 62, Nicolson-street, Edinburgh. May 2, at 11; Dowells & Lyon's Rooms, 18, George-street, Edinburgh. *Sec.* April 23.

SMITH, JOHN BROWN, & JAMES CRUIKSHANK ROGER, Merchants & Ship & Insurance Brokers, Glasgow (Smith, Roger, and Smith). May 2, at 12; Procurators' Hall, St. George's-place, Glasgow. *Sec.* April 24.

TUESDAY, *May* 1, 1860.

BROWN, PETER, Wright, Aberlady, Haddington. May 8, at 12; George Hotel, Haddington. *Sec.* April 24.

BUCHANAN, ROBERT, Newspaper Proprietor, Printer, & Publisher, Glasgow. May 8, at 12; Crow Hotel, George's-square, Glasgow. *Sec.* April 26.

CHRISTIE, ANDREW, formerly of Arradail House, Enzie, near Fochabers, now of 3, Buccleuch-street, Edinburgh. May 4, at 1; Dowells & Lyon's Rooms, 18, George-street, Edinburgh. *Sec.* April 27.

COUTTS, JOHN JAMES DAVIDSON, Wright, Kilsyth. May 3, at 12; Golden Lion Hotel, Stirling. *Sec.* April 26.

M'CALLUM, DUNCAN, Wright & Builder, Glasgow. May 4, at 12; Faculty Hall, St. George's-place, Glasgow. *Sec.* April 24.

SMITH, WILLIAM JOHN, Commission Merchant, Manchester, now of Portobello, near Edinburgh. May 9, at 1; Dowells & Lyon's Rooms, 18, George-street, Edinburgh. *Sec.* April 27.

WRIGHT, WILLIAM, Boot & Shoe Maker, lately of High-street, Edinburgh, now deceased. May 4, at 2; Dowells & Lyon's Rooms, 18, George-street, Edinburgh. *Sec.* April 25.

FRIDAY, *May* 4, 1860.

BLAIKIE, JOHN & ANTHONY, Advocates in Aberdeen, as a Company, and ANTHONY ADRIAN BLAIKIE, Advocate in Aberdeen, Individual Partner. May 9, at 2; Royal-hotel, Aberdeen. *Sec.* April 30.

EMSLIE, JOHN, Manufacturer & Commission Agent, Dunfermline. May 11, at 12; Milne's-hotel, Bridge-street, Dunfermline. *Sec.* April 30.

GREENLESS, HUGH, Manufacturer, Paisley. May 8, at 12; Rose & Thistle-hotel, Counter-place, Paisley. *Sec.* April 28.

HENRY, JAMES, Baker, Milton of Campsie. May 9, at 12; Faculty-hall, St. George's-place, Glasgow. *Sec.* May 1.

M'ARTHUR, HENRY JAMIESON, Commission Agent & Potato Dealer, Crosshill, West Kilbridge. May 12, at 1; George-hotel, Kilmarnock. *Sec.* May 1.

MILLAR & PATERSON, Builders, Hamilton, as a Company, and John Millar, Mason, and John Paterson, Mason, Individual Partners, Lanark. May 12, at 12; King's Arms Inn, (Dick's), Hamilton. *Sec.* May 1.

PAUL, EDWARD JOHN DEAN, 37, Ovington-square, Brompton, London, and now of 107, West Regent-street, Glasgow. May 8, at 12; Faculty Hall, St. George's-place, Glasgow. *Sec.* May 1.

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

ERRATA.—"*Recent Decisions, Common Law*," *May 5th*, 1860. *Page* 519, *line* 1 *from head of column, for* "obstente," *read* "obstante;" *line* 14 *from bottom, for* "involve," *read* "resolve;" *line* 3 *from bottom, for* "indorsement," *read* "inducement."

THE SOLICITORS' JOURNAL.

LONDON, MAY 12, 1860.

CURRENT TOPICS.

A short time ago we drew attention to the proposition embodied in the eighth resolution of the Budget. It was to the effect that the exemption from stamp duties on conveyances to and from benefit building societies should be repealed. We are glad to hear that the Chancellor of the Exchequer has consented to withdraw this part of his Budget.

In the House of Commons list of Notices of Motion for last Thursday, was to be observed a notice by the Attorney-General, of his intention to move for leave to introduce his Land Transfer Bill. It is hardly necessary, however, to say that the speech so long looked for has not yet been made, and we believe that there is now but little probability of the Bill being laid before Parliament this session.

The Bankruptcy and Insolvency Bill as amended in committee has been printed. Some of the principal alterations are as follows:—It is now proposed that there shall be one Commissioner for the London district, throughout which the Chief Judge and the Commissioner for the district shall have primary jurisdiction. Where a County Court Judge shall be vested with the jurisdiction, and discharge the duties, of the present district commissioners, he is to receive in addition to his salary as County Court Judge £300 a-year, payable out of the Chief Registrars' fund. There is a new clause for conferring upon county court registrars power to act for the judges in certain cases, in hearing and determining actions where the amount of debt or damages does not exceed 40*s.*; but such order is to be subject to an appeal to the Judge of the Court. By the 41st section as amended all cases of bankruptcy arising within the London district, in which the assets are estimated to exceed £300, are to be prosecuted in the Chief Court; but where a case involves a smaller amount of assets the Chief Judge may transfer it to the London District Commissioner. In a country district, in a case where the assets are of a larger amount, it is to come before the District Commissioner; but where the assets amount to less than £300, the case is to be heard in the county court. The official assignee is to take possession of a bankrupt's estate, and is to be allowed for the wages of persons employed by him for the purpose of obtaining and retaining possession. Basinghall-street—contrary to the original scheme of the Bill—is to remain the site of the chief court, and also of the London district court, which will, no doubt, be considered a concession by Mr. Lawrance and others who contend that the convenience of the mercantile community requires that the court should not be removed from the City to Portugal-street. The proceedings in any bankruptcy may be removed into a County Court on the resolution of a majority of creditors, without reference to the amount of liabilities or assets (instead of the jurisdiction of the Court, or the action of creditors being limited to estates not exceeding £1,000). The clauses relating to acts of bankruptcy for non-payment of bills of exchange and promissory notes are struck out. The clauses as to seizure and sale under an execution by the sheriff being an act of bankruptcy are amended by compelling the sheriff in all cases to sell the goods by public auction, and to advertise such sale three days before it takes place. The execution creditor is to be paid the amount due to him at the expiration of seven days from sale, unless the sheriff has notice of a petition for adjudication; but if a petition shall be presented *within sixty days* after such sale the assignees may recover back the amount from the execution creditor; *after sixty days* the sale is not to be an act of bankruptcy. Clauses have been added to enable the Court to issue a summons returnable in four days, calling upon a debtor to show cause why he should not be adjudged bankrupt upon the creditor filing an affidavit deposing to the following facts:—That a debt sufficient to support a petition for adjudication is due, that he has demanded payment, and that he verily believes his debtor is in insolvent circumstances, and setting forth his reasons for entertaining that belief. On the hearing of the summons, if the Court shall be satisfied that the debtor is insolvent, it shall adjudge him bankrupt. If after the issuing of the summons, and before the debtor shall have satisfied the Court of his solvency, he shall pay the creditor any money on account of such debt, and the debtor shall be adjudged bankrupt upon his own petition, or on the application of any other creditor, within *sixty days* after the issuing of the summons, the assignees shall recover back all money so paid. The Court is to have full power to award costs to either party on the hearing of the summons. Creditors' assignees are *not* to be paid remuneration, but shall be selected from the body of creditors, and allowed to appoint a manager (not being an official assignee or solicitor), to wind up the estate under their direction and responsibility, and such manager is to be paid out of the assets realized. The stamp-duty payable upon petitions for adjudication in the chief court or county district court is to be £5, half of which sum is to be returned if the assets do not exceed £300. Petitions in the London District Court or a County Court are to have a stamp of £1. (In the Bill originally *all* petitions for adjudication were to pay a £10 stamp duty, half of which was to be returned where the assets did not exceed £300.)

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We cannot notice any communication unless accompanied by the name and address of the writer.

*** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

ERRATA.—"*Recent Decisions, Common Law*," *May 5th*, 1860. *Page* 519, *line* 1 *from head of column, for* "obstente," *read* "obstante;" *line* 14 *from bottom, for* "involve," *read* "resolve;" *line* 3 *from bottom, for* "indorsement," *read* "inducement."

THE SOLICITORS' JOURNAL.

LONDON, MAY 12, 1860.

CURRENT TOPICS.

A short time ago we drew attention to the proposition embodied in the eighth resolution of the Budget. It was to the effect that the exemption from stamp duties on conveyances to and from benefit building societies should be repealed. We are glad to hear that the Chancellor of the Exchequer has consented to withdraw this part of his Budget.

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is contained in our number of last week, that the clause proposing this reasonable enactment was struck out of the Bill. From the great length of the discussion upon that occasion, we were unable to give the whole of it. However, Mr. Locke's speech against the clause, and Mr. Bovill's in favour of it, may be taken as a fair sample of the debate; and little remains for us to add to what we have already said upon the subject. Mr. Collier fairly stated the question to be, whether attorneys should be absolutely excluded from the bench, or whether the Lord Chancellor should not have the power of appointing them. Most unprejudiced persons will agree with him in thinking that there are some cases in which it would be very advisable to appoint attorneys as magistrates, whether on account of eminence in their profession, or of their acquaintance with the law. The Solicitor-General suggested that the exclusion proceeded upon no ground of supposed unworthiness, but, because, if attorneys were magistrates, it would probably occur from time to time that some of their clients might be arraigned before a bench, of which their ordinary professional advisers were members. Everybody knows, that as a rule, borough magistrates are generally persons engaged in trade or business in the locality for which they have the commission of the peace; and that they are necessarily brought into frequent contact in business affairs with the class of persons who are usually brought before the borough bench. Yet the Legislature has never been very sensitive upon the subject of this anomaly; and one Executive after another has shewn no little alacrity in increasing the number of such magistrates. If the reason alleged for the exclusion of attorneys from the commission of the peace was that which really influences the minds of our legislators, the difficulty might be very soon got rid of by such a provision as we have seen was contained in the Bill as it originally stood, namely, that an attorney-magistrate should be prevented from acting magisterially within a certain area in which he practised. It is obvious, however, that the professed objection to conferring the commission upon attorneys is not the real one. Mr. Ayrton suggested, that an attorney ought never to be a magistrate in any district—however removed from his place of business—because, forsooth, "his business is in effect essentially personal, and wherever he goes he carries it with him." Mr. Malins pointed out that, under the Municipal Corporation Act, attorneys were appointed justices of the peace for boroughs, and that they were also eligible for the position of mayor. He further insisted that in some parts of the country, it was difficult to fill the bench suitably unless by the appointment of clergymen, to whose appointment there were much graver objections than to that of attorneys. Mr. Malins also alluded to the fact that the clause did no more than give power and discretion to the Lord Chancellor, such as might be safely left in his hands. The clause, however, is for the present lost; but what it proposes is so reasonable, and there is so little that is not plainly absurd that can be said against it, that it must become law before many years pass over our heads.

THE LEGAL RIGHTS AND OBLIGATIONS OF VOLUNTEERS.

At the present time, when there exists in the country a military spirit of which our continental neighbours believed us incapable, it may be of interest to our readers that we should say a word upon the legal status of the volunteer of 1860, and contrast his position with that of the volunteer of 1804.

We feel regret in the discovery that their relative positions are so dissimilar. In 1804 certain legal rights were enjoyed by every volunteer, which, in our day, appear to be forgotten; the volunteer now commences his career by taking an oath for which there is neither precedent or authority, and which imposes unexpected responsibilities on him. We believe, with Pitt, that "attention to the military affairs of a nation begets a military spirit;" and this military spirit should now be sustained by a due regard to the privileges and rights of volunteers. The constitution of this body differs from that of every other force existing in any of the great neighbouring nations, inasmuch as it is composed of men whose service and duration of service is in the strictest sense voluntary. In Prussia, which in moderation of government resembles our own country, the landwehr is composed of two bans. The first ban comprises all men between the ages of twenty and thirty-two years, and who do not form part of the regular standing army. It may be looked upon as an efficient force of reserve. The second ban comprises men from thirty-two to forty years, and is also an efficient force of reserve, though secondary to the former. The landsturm, or levy *en masse*, such as was resolved upon, but rendered unnecessary by the zeal and numbers of our volunteers, in 1803, is a force never called into existence, save in an extreme case, such as an invasion of the country. It should be noted that the officers of the landwehr are balloted for, and elected by the men, a fact particularly commended to the attention of those who at the somewhat analogous but modified form of election of officers in our own corps, entertain the feeling that this eminently popular proceeding might prove itself injudicious, as they erroneously deemed it to be without precedent. In an amended Volunteers' Bill we look forward with confidence to the insertion of a clause that will give legislative sanction to a system so much in accordance with the constitution of a volunteer force. In 1804, England was placed in a position of great peril; at war with a powerful neighbour and her allies, she stood unaided and alone. Threatened daily with invasion, the spirit of the British people rose in proportion to the dangers by which they were surrounded; in every breast was kindled a patriotic flame, whose flashes were reflected in half a million bayonets of his Majesty's Volunteers. The bold front presented by that body led to the breaking up of the great camp at Boulogne, and the abandonment of his projected scheme of conquest by Napoleon. Parliament voted two millions of money for arms, accoutrements, and the maintenance o this force in 1804. In 1859, £69,000 is voted for the same purposes. At the former period no question was ever raised as to the rank of the volunteer officer, his position was clearly defined by law, and not assailable as now by a Lord Chamberlain's ukase, such as is issued to deprive the volunteer, when in the presence of his sovereign, of that rank to which the law and his loyalty entitle him. "All officers in corps of yeomanry and volunteers, having commissions from his Majesty, or lieutenants of counties, or others who may be specially authorised by his Majesty for that purpose, shall rank with the officers of his Majesty's regular and militia forces as the youngest of their respective ranks," 44 Geo. 3, c. 54. Such are the words of the Act of Parliament attempted to be set aside by the Lord Chamberlain. To this matter some importance attaches. But still more is due to the form of oath at present administered to volunteer corps.

Many thinking men believe the time to have passed away for swearing upon every official occasion. Modern scepticism does not pin her faith to oaths; and we think the day is not far distant when the custom of taking oaths will be much modified, experience having already proved how seldom weight attaches to them when the interest or inclination of the taker is in the scale. However, as swearing is still considered a keystone in the edifice of the constitution, care at least should be taken to adhere to forms of oaths established by law. The oath which is now administered to volunteers is to be found in Mr. Hans Busk's book of "The Rifle Volunteer, how to Organise and Drill them." Upon what authority it is there given we know not; it runs as follows:—

I, A. B., do make oath, that I will be faithful and bear true allegiance to her Majesty, her heirs and successors; and that I will, as in duty bound, honestly and faithfully defend her Majesty, her heirs and successors, in person, crown, and dignity, against all enemies; and will observe and obey all orders of her Majesty, her heirs and successors, and of the generals and officers set over me.

Either officials have been culpably ignorant, or Government has knowingly played an unworthy trick on the patriotism of the country in thus administering an oath which differs materially from the one prescribed by Act of Parliament, and which imposes on the taker obligations which he never had in contemplation. It is the Mutiny Oath which is thus administered; yet the 44 Geo. 3, c. 54, the Act under which the body has been enrolled, does not intend that volunteers should be placed within the range of the Mutiny Act, save on the very special occasion of their being called out to discharge any of the duties of regular soldiers. The 34th section directs that upon such occasions a certain sum should be given to the captain commanding each company for distribution amongst his men, thereby shewing that when made subject to the Mutiny Act, the volunteer should be both doing the duty and receiving the pay of a regular soldier. Those who in a volunteer corps are in constant receipt of pay, are always made subject to the Mutiny Act, and articles of war, as provided by the 21st section; which is as follows:—

And be it further enacted, that such of the adjutants, serjeant majors, drill serjeants, and serjeants, serving in any corps of yeomanry or volunteers, as receive the constant pay of their rank therein; and all trumpeters, buglemen, and drummers, serving in any such corps, and receiving any pay as such therein, from his Majesty or otherwise, either at any daily or weekly rate, and also all farriers being attested and serving in any such corps, and receiving any such pay therein, shall at all times be subject to any Act which shall be in force for punishing mutiny and desertion, &c.

In the 44 Geo. 3, c. 54, there is no clause authorising an administration of the Mutiny Oath to volunteers on their enrolment; the oath prescribed is the simple oath of allegiance as set out in the 1 Geo. 1, s. 2, c. 13, and is only to the effect that the taker will "be faithful and bear true allegiance" to his Sovereign; no other oath is necessary to be taken, or ought in the present state of the law to be administered.

It was not without good reason that an oath so simple in nature and in form, was decided upon by the Legislature, and except by the sanction of the same authority, and upon equally mature deliberation, no deviation from it whatever should be attempted.

WEST INDIAN CONSIGNEES AND MANAGERS.

FRASER v. *BURGESS.*

The policy of our law discourages liens. It deems them as tending to oppression, and allows only those which either the Legislature or custom has sanctioned. The simplicity and cheapness of the remedy incidental to liens, however, has always found favour in the eyes of mercantile men, and attempts are constantly made by them to extend their category. These attempts have, sometimes, led to decisions which are hard to reconcile. Two recent cases on this subject now claim attention. But in the case of *The Thames Iron Works and Ship Building Company* v. *The Patent Derrick Company* (8 W. R. 408), Vice-Chancellor Wood refused to allow the unpaid builder of a ship, who had an undoubted lien on the vessel he had built, to give effect thereto by a sale. But in the case of *Fraser* v. *Burgess* (8 W. R. 376), on appeal from the West Indian Incumbered Estates Court, the Privy Council has decided that the manager of a West Indian estate, who had advanced money for its cultivation, had a charge on the inheritance prior in rank to incumbrances existing before he became manager. Our present observations are confined to the latter case.

The estate in question had been sold in 1858, by order of the West Indian Incumbered Estates Court, and the sum realised by the sale was insufficient to discharge the admitted incumbrances. A claim, however, was preferred on behalf of the executor of a person who had been manager of the estate from 1840 till his death in 1849, to be repaid out of the proceeds of the sale the balance due to him as manager. The owner of the estate, who had employed the manager, was dead, and his successor had abandoned the estate as unprofitable. The question, therefore, lay between the incumbrancers and the manager. According to the ordinary doctrine of English courts, the manager would be held to have given credit to his employer, and to have been entitled to proceed against the estate only so far as his employer's interest extended. The circumstance of a large outlay being necessary to produce an adequate return, has never in this country been held to be a ground for displacing a right once acquired; and parties laying out money on an estate without a paramount title thereto, do so at their own risk. A familiar example of this occurs in the case of building or mining leases, where a lessee, who has expended his money in building or opening mines, is nevertheless liable to be ejected without notice by a prior mortgagee, and must resort to his lessor for indemnity. It is a rule of English law that a man cannot grant to another greater rights than he himself possesses. But a custom has grown up among West Indian merchants of regarding the balance due to a *consignee* of the produce of an estate as a primary charge on the estate (like a drainage rent-charge under the recent statutes in England), on the ground that the advances of the consignee being necessary for the cultivation of the estate, all parties were equally benefited thereby, and a mortgagee's security, although postponed, was not diminished. This doctrine, which is analogous to that of hypothecation in maritime law, had been recognised by Lord Eldon in the case of *Scott* v. *Nesbitt*, 14 Ves. 438, although the language there used by that learned judge must be accepted with great reserve. Subsequent cases may perhaps be said to have affirmed the doctrine, but not without much hesitation. But in no case before the one which we are now considering, has the right been extended to anyone who was not either actually or constructively a consignee.

When a similar right was claimed on behalf of a manager in the above case, the Chief Commissioner, though admitting the force of the previous decisions in favour of *consignees*, declined to extend the lien to a manager. The learned Commissioner, however, recommended the claimant to bring his case before the Privy Council.* The Privy Council, after a full consideration of the facts and authorities, admitted the claim of the manager. It is to be regretted, however, that the elaborate judgment of Lord Kingsdown, in which all the authorities are reviewed, does not lay down any definite principle to govern future cases of the same nature; for after expressing his concurrence with the opinion of the Chief Commissioner, viz., that the manager of a West Indian Estate, as such, has no lien on the inheritance, his Lordship proceeds to consider certain special circumstances in this case, which he held to cause this lien to attach. The special circumstances on which the judgment is thus based are, first, an indirect recognition by the Court of Chancery, which is treated as equivalent to an appointment; and secondly, a correspondence between the manager and one of the incumbrancers (acting with or without authority) on behalf of all the others, many of whom were infants and married women. It is obvious that special circumstances of this nature are capable of being reproduced in infi-

* The judgment of the Chief Commissioner, which was highly commended by Lord Kingsdown, will be found reported at length in Mr. Cast's useful edition of the West Indian Incumbered Estates Acts page 179.

nite variety. The difficulty of deciding future cases will therefore be much increased, and it is to be feared that this judgment, although well deserving careful perusal from the learned and accurate manner in which the authorities are examined, yet has done little to settle any principle which may serve as a guide to the Court below, or to the collateral jurisdiction of the Court of Chancery or the House of Lords.

THE BANKRUPTCY BILL.—IMPRISONMENT FOR DEBT.

The inutility of imprisonment for debt has long since been admitted by the sternest creditor; while its cruelty has been repeatedly denounced by the voice of humanity. But no provision for its abolition is contained in the new Bankruptcy Bill. Nor has its distinguished author been able to account satisfactorily for retaining this relic of penal legislation. Before discussing the propriety of this retention, it will be well to inquire how a usage so contrary to the dictates of humanity, and the sanctity of personal freedom, should have first become engrafted on our laws, and continued throughout so long a period to disgrace our statute rolls.

To what extent the influence of Rome is traceable in the customs and laws of the Germanic tribes, is a question that has excited much interest in its day, and enlisted many talented partisans on either side. Although our own opinion leans towards those who find in the relationship of patron and freedman, and in the tenure of the military benefices, the germs of the feudal system; yet it is impossible to deny that these tribes have left an original impress on the laws of northern Europe. In some points the Germanic ideas of law were far superior to those of Rome. The reverence of these tribes for women, originating in a belief of the inspiration of their female prophets, was in marked contradistinction to the policy of the Roman law, which placed a wife or daughter in the *manus* of her husband or father, and even compelled the high-born matron to adopt an ignoble subterfuge, to avoid the consequences that might ensue to her, should her husband at any time become insolvent. For the Roman law of debtor and creditor was especially severe, and essentially penal in its tendency. The only means by which an insolvent Roman could compound for a debt was by mortgaging himself to his creditor, on condition that unless the debt was previously discharged, at the expiration of a stated term, the creditor should foreclose his mortgage. When the day came, the creditor claimed possession, and the magistrate awarded it; and the debtor, with all that belonged to him, including his wife and unemancipated children, passed into the possession of the creditor; a power of subsequent redemption on payment of the debt being reserved. Should the debtor be unable to accomplish such a composition, he risked a fate still more fearful. If he was unable to discharge the claim within thirty days after the justice of it had been allowed, the creditor might arrest, and, unless bail was found when brought before the magistrate, keep him in private custody for sixty days. If at the end of that time the debt still remained unsettled, the creditor could at his option either put his debtor to death, or cause him to be sold into bondage, or keep him at forced labour without any restriction as to the degree of ill-usage that might be inflicted upon him. If there were several creditors having conflicting claims they could, if so disposed, have the debtor's body cut in pieces, it being expressly provided by the XII tables that no creditor exercising that privilege should incur any loss or penalty by cutting off a greater or smaller piece than in proportion to his share.

In progress of time some mitigations in the Roman law were introduced, and the debtor by a *cessio bonorum*, could save his person from seizure. But this *cessio bonorum* was coupled with conditions which could not always be fulfilled; nor was the debtor admitted to the benefit of the *cessio bonorum* if he had been guilty of carelessness or dishonesty; accordingly, the old stringent process continued in force, and a private prison was the appendage of the Roman money-lender's house as late as the fourth century of the Christian era.

The ancient Germans, on the contrary, as we learn from Tacitus, were ignorant of the trade of money-lending, and the acceptance of a loan entailed an obligation on the donor rather than the acceptor. The progress of society necessitated trade, and trade in its turn necessitated the relationship of debtor and creditor. Still we find, that amongst those nations of Germany who have adhered to the spirit of their national institutions, the law of debtor and creditor never attained to the severity of Rome and of England in latter times. Arrest on mesne process is almost unknown in Germany, except in respect to foreigners and absconding debtors; and arrest in execution could at all times, in many parts, be easily obviated, either before or after judgment, by a *cessio bonorum*.

Neither does the common law of England recognise arrest for debt. Strictly speaking, arrest for debt was unknown in this country previous to the reign of Henry III. By the laws of King Alfred, the creditor was strictly enjoined not to treat a defaulting debtor who was willing to liquidate a debt by personal labour as his bondsman, nor to oppress him with interest on the loan.

This humane policy continued to exert its influence on our laws up to the accession of the House of Anjou (A. D. 1155). The origin of the change is to be found in the great impulse given in the twelfth century to the study of the Roman law, consequent, as it is commonly alleged, on the traditional discovery of the Pandects of Justinian, at the town of Amalfi, in Italy, A. D. 1135. Certain it is, that towards the close of the reign of Stephen, Vacarius, of the school of Bologna, in Italy, established at Oxford a school for the study of Roman law; and not long afterwards we find the Court of King's Bench permitting parties to be arrested on a fictitious charge of trespass, although, when the defendant had once appeared in court upon that charge, at the return of the writ, the plaintiff was allowed to abandon his original charge and proceed as for an action of debt; the subsequent steps were comparatively easy.

By 53 of Hen. 3, c. 29 (A.D. 1257) arrest for debt was for the first time recognized. This statute enacts that, "if bailiffs, who ought to make account to their lords, do withdraw themselves, and have no lands nor tenements whereby they may be distrained, then they shall be attached by their bodies, so that the sheriffs, in whose bailiwick they be found, shall cause them to come to their account." The Statute of Merchants (A.D. 1283) extends this power of arrest to certain cases of mercantile contracts, and to actions of debt and detinue. Upon these two statutes, together with 19 Hen. 7, c. 19 (A.D. 1503), and 23 Hen. 8, c. 14 (A.D. 1531), the law of arrest may be said to have been founded Under these statutes any person could be arrested in personal actions for any debt or damage, however small, and could, at the pleasure of his creditor, be detained in prison for life. In English history we find frequent mention of the number of debtors incarcerated in jail, and of their being liberated on the accession of a monarch, or other occasions of public rejoicing.

For although the severity of our law of debtor and creditor was borrowed from Rome, the adoption of the merciful provision of a *cessio bonorum* sufficing to cancel a debtor's obligations, is, in this country, of modern date. Arrest for debt being foreign to our common law, no alleviation is to be found in any customs sanctioned by it, like that which the Sabbatical and Jubilee year afforded to the Hebrew debtor, who at stated periods was restored of right to his liberty and patrimony. The Mosaic law required a bondsman, whether

Hebrew or Gentile, to be treated with kindness. The Roman law obliged the creditor to provide his debtor with nourishment while yet an *ad interim* prisoner.

By the English law, debtors were not only imprisoned at the will of their creditors, but were compelled to trust to the humanity of friends or the charity of strangers for the ordinary requirements of life. The sad and tear-stained pictures of their sufferings, as drawn by the faithful hand of the writers of the last century, will be familiar to many of our readers.

In strange contrast with the policy of these laws was the care with which a false political economy attempted to guard against the imposition of what was called usurious interest, seeking to ameliorate the position of the needy, but in reality only succeeding in fettering the development of commerce. C. E. J.

The Courts, Appointments, Promotions, Vacancies, &c.

QUEEN'S BENCH.

(Sittings in Banco, before Lord Chief Justice COCKBURN and Justices CROMPTON, HILL, and BLACKBURN.)

James v. *Lord Harry Vane.*—May 8.—This was a rule for the Master to review his taxation of the plaintiff's costs, which he had taxed on the higher scale. It appeared the action was brought to recover the sum of £28 10*s.* for goods supplied, lodging, &c. The defendant pleaded a payment into court and a tender of £26, which the jury found for the defendant, but they found a verdict for the plaintiff for £2 10*s.* beyond that sum. The question was, whether the plaintiff had recovered more than £20, so as to be entitled to have his costs taxed upon the higher scale, or whether the case did not come within the 8th rule of Hilary Term, 1853.

Mr. *Serjeant Pigott* showed cause against the rule, and contended that the Master was right in taxing the plaintiff's costs on the higher scale.

Mr. *Hindmarch*, who appeared in support of the rule, was not called upon.

Lord Chief Justice COCKBURN said, he thought the plaintiff had not recovered the amount of the tender, and that he was not entitled to costs upon the higher scale.

The other judges were of the same opinion.

Mr. Justice HILL observed that the plaintiff might have had the £26 on asking for it, and a subsequent demand and refusal would have been a good replication to the plea of tender; so that the plaintiff had only himself to blame, and must take the consequences.

Rule absolute.

COMMON PLEAS.

(Sittings in Banco, before Lord Chief Justice ERLE and Justices BYLES and KEATING.)

Re Angell.—May 5.—In this case a rule had been obtained calling on Mr. Angell, an attorney of the Court, to answer the matter in certain affidavits.

It appeared from the affidavits that Mr. Angell was the solicitor for the Moulvie of the King of Oude in certain proceedings taken by the latter, and that on their termination, having had his bill taxed, he obtained the Master's certificate for his costs, to obtain which he had to satisfy the Master that all counsels' fees were paid by him. The Moulvie afterwards heard a rumour that he had not paid the fees, and having paid Mr. Angell's bill of costs, including the fees, he was indignant on inquiring and learning that about £30 was due to Mr. Serjeant Atkinson, one of his counsel. In consequence he moved for and obtained the present rule. The affidavits in answer amounted to a denial of this statement, and averred that all the counsels' fees, in the particular actions in which a certificate had been obtained, had been paid, and that the balance of fees due to Mr. Serjeant Atkinson was for fees for other business not within the taxed bill in question, as to which all the fees had been settled.

The CHIEF JUSTICE, in giving judgment, said he was of opinion that the rule ought to be discharged. This was an application by a client against an attorney, charging gross misconduct, that he had sworn before the Master that he had paid all the fees to counsel included in his bill of costs, and alleging that that was a false oath. Something approximating to embezzlement and perjury was the charge. This was a charge that ought to be made with caution and founded on sound grounds. The proceeding in which the statement was made was in an action for a definite balance of £246 7*s.* 1*d.*, costs for two out of three bills of costs. The action was referred to the Master, and the Master had found that the claim was sustained, and the statement now questioned was made before the Master. With reference to what had been said about £30 being due for fees to Mr. Serjeant Atkinson, Mr. Angell had sworn and produced vouchers that the fees claimed in the action had been paid, and he referred to the documents in the hands of the client. Now, when a party was called upon to answer a very grave charge on a summary application, if he gave a definite answer the charge was disposed of. Another ground urged was a suggestion that the fees in dispute were owing in respect of another bill, and that they had not been paid in whole or in part. The immediate answer to that suggestion was that that was not the subject matter that Mr. Angell was brought before the Court to answer, and if any attempt had been made to ask for the interference of that Court to obtain fees not paid, although the bill had been taken as settled between Mr. Angell and the counsel's clerk, the Court would not have interfered, and the attempt to have this rule made absolute on the ground that there was some such arrear of fees unpaid the Court would not sanction. It might be that it was wrong in an attorney to deliver his brief without paying the fee, and wrong in the counsel in taking it; but where mutual respect and confidence existed between them, it might be that such a course could be taken without imputing what was wrong to either. He had the highest respect for the learned Serjeant, who might have felt well satisfied that these matters between himself and Mr. Angell should stand to a future day. But that was not the matter now inquired into. The charge therefore failed. Mr. Angell had answered that which was brought against him, and he (the Chief Justice) did not see any ground for censuring Mr. Angell for what was brought forward. In the present case a summary application had been made to the Court, without one word of inquiry of Mr. Angell, to know what was the meaning of this report which had got about that he had not paid counsels' fees. It had been made on the last day of term, when for a long period there was no opportunity of answer, and he could not but see, on reading Mr. Angell's affidavit, that he, having acted for his client for a great many months and procured judgment in his favour (and had, therefore, acted with effect), was money out of pocket, and the costs of his labour, £246, which were due to him, not one shilling of which had he got till he had sued for it and got judgment and execution for it. A debtor who had been compelled by process of law to do what was right at times had a most rancorous hostility against his creditor. He thought the charge against Mr. Angell had failed, and that the rule ought to be discharged, with costs.

Rule discharged.

EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON, and Barons MARTIN, BRAMWELL, and WILDE.)

Eyre and others v. *Waller.*—May 8.—In this case a rule had been obtained calling upon the plaintiffs to show cause why the writ of summons in this case should not be set aside, on the ground that the document sued upon was one not coming within the provisions of the summary mode of procedure under the Bills of Exchange Act (18 & 19 Vict. c. 67) or why the defendant should not be at liberty to appear and defend the action.

The action was commenced upon a cheque in the same way as proceedings are now taken upon bills of exchange, under the Act of Parliament above referred to.

Mr. *Crompton Hutton*, against the rule, contended that cheques were to all intents and purposes bills of exchange, and had been so treated by the Legislature in the Stamp Act.

Mr. *T. Chitty*, in support, urged that the Act was confined in its terms and restricted its operations to bills of exchange and promissory notes, and if the Legislature had intended to extend it to cheques, the Act would have expressly used the term. The Act which allowed money and bank-notes to be taken under an execution expressly mentioned the words cheques and promissory notes. The Legislature never could have contemplated the bringing of an action upon a cheque in the summary manner in which the present was commenced.

Their LORDSHIPS said that they were asked to restrain the enactments of a most beneficial Act because all the expressions

suggested in support of the rule were not contained in it. A cheque was undoubtedly a bill of exchange, and was treated as such in the Stamp Act. They felt more inclined to extend the operations of the Act than to curtail them.

Rule discharged with costs.

SHERIFFS' COURT.

(Before Mr. Under-Sheriff BURCHELL.)

Mr. Hemp, the officer of the sheriffs of London and Middlesex, made proclamation of outlawry in the following cases:—C. Morrison, at the suit of Julius Lawrence; Edward Elkins, at the suit of Robert Brikett; Charles Nichols, at the suit of Alfred Mayhew; Julius Bernard, at the suit of Lucy Sers; George Yeldham Wilkinson, at the suit of W. Cater Randolph; Alfred Lewis, at the suit of John Kinder; Robert L. Brooke, at the suit of John Graham; Thomas Bridges, at the suit of John Short; Edward Roberts, at the suit of John Metts; Wm. Mackenzie, at the suit of Julius Lawrence; Gillian M. Ross, at the suit of R. D. Gerard; James Rowles, at the suit of W. Benson; C. D. Oldfield, at the suit of the Oriental Bank; and J. R. Bennet, at the suit of T. Hawkins. The 7th June is the next court day.

The Queen has been pleased to appoint Cuthbert E. Ellison, Esq., barrister-at-law, as stipendiary magistrate of the city of Manchester, in succession to Mr. Maude. Mr. Ellison has been since 1854 the police-magistrate for Newcastle-on-Tyne.

Mr. Frederick Augustus Lewis, of 7, Trafalgar-place East, Hackney Road, Middlesex, has been appointed a commissioner for taking affidavits in the Court of Pleas for the county palatine of Durham.

Parliament and Legislation.

HOUSE OF LORDS.

Monday, May 7.

CRIMINAL LAW.

The LORD CHANCELLOR brought in the report from the select committee to which the seven Bills for the consolidation of the criminal law were referred. The committee had gone through these Bills and made various amendments, which were now reported to their lordships. The committee was attended not only by law lords, but also by several lay lords, and the Bills were in such a state now that he trusted that they would be adopted by both Houses of Parliament, and become law.

Tuesday, May 8.

BANKRUPT LAW (SCOTLAND) AMENDMENT.

The LORD CHANCELLOR, in moving the second reading of this Bill, said its object was to remedy a flagrant abuse which had existed for some years in the administration of the bankruptcy and insolvency law, and which had brought great discredit upon both England and Scotland. By the law of Scotland any person who had been resident there for forty days was domiciled so far that he might sue in the Courts as a domiciled subject of Her Majesty in that part of the United Kingdom, and he might have a commission of bankruptcy, or a sequestration, as it was called, issued against him, which, if he succeeded, discharged him from all his obligations, enabling him to begin the world anew. The consequence had been, that vast numbers of bankrupts and insolvents had gone from England to Scotland, and, having lived there for forty days, amusing themselves, perhaps, with shooting, had got a sequestration sued out at their own request. An advertisement was published informing the creditors of what was about to be done, but it called upon them to appear at Aberdeen or Inverness, or some other remote part of Scotland. Happening to be at Tobermory, in the Western Islands, about eighteen months ago, he was told that an English colony had established themselves there, consisting of English bankrupts and insolvents, and that their object was to get themselves whitewashed. The Scotch Courts were ashamed of the advantage thus taken of their law, but it was found that they had no power to remedy the evil. The object of the present Bill was to put an end to that practice. It enabled the Courts in Scotland, on petition, showing that a numerical majority of the creditors resided in England, to recall the sequestration, and compel the bankrupt or insolvent to appear before an English court.

Lord BROUGHAM said that nothing could be conceived more worthy of reprobation than the conduct of parties removing to Scotland in order to defeat the just claims of their creditors in England, and taking advantage, behind the backs of their creditors, of the entirely different law which was administered in Scotland. He highly approved the present Bill, as forming part of that more general measure for the improvement of the bankruptcy and insolvency laws which had been introduced into the other House by his hon. and learned friend the Attorney-General, and which he hoped would be passed in the present session; for it was the result of experience, and not the rash destruction of existing systems in order to set up a new and untried system in their place, which was a wrong mode of attempting the amendment of the law. He trusted that that measure would receive due consideration from the wisdom of the Lower House, and would, with such amendments as might be deemed necessary, receive their lordships' assent.

Lord CHELMSFORD suggested to his noble and learned friend upon the woolsack that he should consider whether it might not be advisable to alter the clauses of the Bill which gave it a retrospective operation, and which enabled a single creditor to procure a sequestration.

After a few words from the LORD CHANCELLOR in reply,

The Bill was read a second time.

Thursday, May 10.

PETITIONS OF RIGHT.

Lord KINGSDOWN moved the second reading of this Bill, which was agreed to.

CRIMINAL LAW CONSOLIDATION.

The LORD CHANCELLOR moved that the House resolve itself into a committee on these Bills. They were seven in number, and referred severally to offences against the person, larceny, forgery, malicious injuries to property, coinage offences, accessories and abettors, and to criminal statutes repeal. After referring briefly to the history of these measures, and to the difficulties which had been overcome by the select committee appointed to consider the subject, the noble and learned lord gave a short explanation of the first-named Bill, and said it was only by placing a certain degree of confidence in those who had been engaged in the work that the legislation on the subject could be brought to a satisfactory conclusion.

Lords BROUGHAM and WENSLEYDALE said a few words in approbation of the measure.

The Marquis of WESTMEATH complained that the drivers of private carriages were not so amenable to punishment as they should be for any injuries which might be caused through their means, and that the punishment awarded to offenders against the person was not so heavy as the nature of the offences demanded. The noble marquis gave instances in which persons who had caused the death of another by careless or furious driving, had been sentenced to two months' imprisonment only, though it would be hard to distinguish between their offence and that of some classes of murderers; and he mentioned the case of a personal friend who had been knocked down and seriously injured when passing over a public crossing. He wished to see the drivers of private vehicles placed upon the same footing as those of licensed carriages.

The LORD CHANCELLOR said the committee had deliberated carefully upon the subject referred to by the noble marquis, and had come to the conclusion that some difference should be drawn between the two classes of drivers, as, in the case of public carriages, the drivers had generally a greater number of passengers under their care. The difference in the punishment awarded to them over the drivers of private carriages was, that hard labour was added to imprisonment in the case of the former class of individuals. With regard to crossings, a person using them was bound to do so with ordinary care, and if any driver did not display a proper amount of caution in passing them, he would be liable to a criminal information.

Lord CRANWORTH thought the noble marquis (of Westmeath) had wholly mistaken the subject. Let the law on this point stand as it was until it could be discussed in committee.

Lord ST. LEONARDS urged the great importance of an early settlement of the codification of the criminal law. The various commissions which had sat from time to time had expended vast sums of money, and up to the present time effected very little good.

Lord PORTMAN pressed the necessity of making some alteration in the law relating to aggravated assaults on women, since the parties by whom they were committed did not care at all for mere imprisonment.

The Marquis of WESTMEATH adhered to his previously expressed views.

The Bill was reported, with amendments, to the House.

LARCENY.

This Bill was reported, with amendments, to the House.

FORGERY.

This Bill was reported, with amendments, to the House.

MALICIOUS INJURIES TO PROPERTY.

This Bill passed a similar stage.

COINAGE OFFENCES.

This Bill was advanced a similar stage.

ACCESSORIES AND ABETTORS.

This Bill was advanced a similar stage.

CRIMINAL STATUTES REPEAL.

This Bill was reported, with amendments.

HOUSE OF COMMONS.

Monday, May 7.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Lord Bective, from Kirkby Lonsdale, Westmoreland, praying that extended jurisdiction in bankruptcy may be given to the county courts.

A similar petition was also presented by Colonel F. Davie, from Barnstaple.

TRUSTEES OF CHARITIES.

A petition was presented by Sir Morton Peto, from the committee of the British and Foreign School Society, in favour of the Bill to facilitate the appointment of new trustees to public charities.

Tuesday, May 8.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Mr. Bass, from Derby, in favour of this Bill, and for a more extended jurisdiction being given to the county courts in bankruptcy and insolvency cases.

A petition was also presented by Major Morgan, from Hay, in favour of the Bill.

Wednesday, May 9.

MARRIAGES (EXTRA PAROCHIAL PLACES).

This Bill was read a second time.

Thursday, May 10.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Mr. Clay, from the Hull Guardian Society, in favour of this Bill, and proposing certain amendments.

A petition was also presented by Sir E. Lacon, from the inhabitants of Great Yarmouth, in favour of the extension of the jurisdiction to the county courts; and by Mr. Franklyn, from Poole, Longfleet, Packstone, and Hanworthy, in the county of Dorset, in favour of the Bill.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

A petition was presented by Sir E. Lacon, from solicitors of Great Yarmouth, in favour of amending the law of attorneys, solicitors, and conveyancers.

APPOINTMENT OF TRUSTEES.

A petition was presented by Mr. Baines, from the Congregational Union of England and Wales, in favour of the Bill to facilitate the appointment of new trustees to public charities.

MARRIAGES (EXTRA PAROCHIAL PLACES),

This Bill passed through committee.

Friday, May 11.

FORGERY OF TRADE MARKS.

Mr. BASS asked the President of the Board of Trade, whether, as no clause in reference to the forgery of trade marks had been introduced in the Bill for Consolidating and Amending the Law of Forgery, he would at the earliest opportunity introduce the measure he had prepared on that question.

Mr. M. GIBSON was understood to say that a measure would be introduced.

COSTS OF PROSECUTIONS.

Mr. HOWES called attention to the report of the commission on the costs of prosecutions, and asked the Secretary of State for the Home Department whether it was the intention of the Government to bring in a Bill or take any other steps in relation to the subject of the said report.

Sir G. LEWIS said the question had been under the consideration of the Treasury and the Home Department. No conclusion had been arrived at; and he could not promise to bring in a Bill this session.

NOTICES OF MOTION.

HOUSE OF COMMONS.

Friday, May 11.

RIGHT OF THE CROWN TO THE SEA SHORE, &c.

Mr. AUG. SMITH.—To move for a return of all legal proceedings instituted by the law officers or otherwise, on behalf of the Crown, with respect to the title of the Crown to the bed or shores of the sea, or the beds or shores of tidal navigable rivers, against corporate bodies or private individuals, from the year 1857 up to the present time; with other particulars.

PUBLIC PROSECUTIONS.

Mr. HOWES.—To call attention to the report of the commission on the costs of prosecutions, and to ask the Secretary of State for the Home Department whether it is the intention of the Government to bring in a Bill, or to take any other steps, in relation to the subject of the said report.

PENDING MEASURES OF LEGISLATION.

AGGRAVATED ASSAULTS ACT AMENDMENT.

Summary of a Bill to amend the Act of the sixteenth and seventeenth years of Victoria, chapter twenty-one, for the punishment of persons convicted of aggravated assaults on women and children:—

1. By this section 16 & 17 Vict. c. 30, s. 1, is repealed.

2. When any person shall be charged with an assault upon any female, or upon any male child whose age shall not in the opinion of the magistrate exceed 14 years, it shall be lawful for the magistrate, if the assault is of such an aggravated nature that it cannot in his opinion be sufficiently punished under the provisions of the statute 9 Geo. 4, c. 31, to determine the same in a summary way, and upon conviction of the offender, to direct him to be imprisoned, with hard labour, for any period of not less than four, and not exceeding six, calendar months, and to bind him over to keep the peace and be of good behaviour for the period of six calendar months, and if the magistrate should think fit, the person, if male, convicted shall be once privately whipped with not less than twenty-five, and not exceeding fifty, lashes; and in the event of his having been previously convicted, be liable to be imprisoned with hard labour, for a period of not less than eight, and not exceeding twelve, calendar months, and be bound to keep the peace, and be of good behaviour for the period of six calendar months, and be once, twice, or thrice privately whipped with not less than twenty-five, and not exceeding fifty lashes. The conviction to be a bar to all future proceedings, civil or criminal, for or in respect of the assault. No appeal against such conviction.

ECCLESIASTICAL COURTS JURISDICTION.

Summary of the Bill to abolish the jurisdiction of the Ecclesiastical Courts in Ireland in cases of defamation, and in England and Wales and Ireland in cases of brawling:—

1. After the passing of this Act the jurisdiction of Ecclesiastical Courts in England and Ireland in suits for defamation and brawling abolished; and persons in custody for defamation of character or brawling under order of Ecclesiastical Courts to be discharged; but the order for discharge not to be made until costs are paid, or one month's imprisonment suffered.

2. Persons guilty of riotous, violent, or indecent behaviour in England or Ireland in any cathedral church, parish or district church, or chapel of any religious denomination, or in England in any place of religious worship duly certified under the provisions of 18 & 19 Vict. c. 81, intituled "An Act to amend the law concerning the certifying and registering of places of religious worship in England," shall, on conviction, be liable to a penalty of not more than 40*s.* for every offence, or be committed to prison for any time not exceeding fourteen days.

3. Power of appeal from conviction to the quarter sessions.

4. This section repeals the statute 5 & 6 Edward 6.

We are informed that, in compliance with a suggestion contained in a letter from the Lord Chief Baron, a committee is in course of formation for the purpose of collecting a fund for the erection, in Trinity College, Cambridge, of a statue of the late Lord Macaulay.

Recent Decisions.

COMMON LAW.

[*By* JAMES STEPHEN, Esq., *Barrister-at-Law.*]

THE OFFENCE OF PERJURY NOT ACTIONABLE—REMOTENESS OF DAMAGE.

FitzJohn v. *Mackinder*, 8 W. R., C. P., 341.

This was a case very unsatisfactory in its results; for justice was hindered by a merely technical difficulty, and moreover, one of the acutest of our judges was in favour, though with some hesitation, of the defeated party. It was an action brought by A., who had been sued in the county court by B., in the course of which proceedings, B., by his perjured evidence, induced the county court judge to commit A. for perjury; and bound over B. to prosecute, which he accordingly did, though A. was in due course acquitted. There was no dispute as to these facts; but it was argued for B., that though he had by his perjury induced the Court to commit A., and cause considerable damage to that innocent person, yet no injury for which an action lay was thereby suffered. A. was at liberty to prosecute B. in his turn for perjury, and that was all. The only "cause of action" was the malicious prosecution, and this, though mediately the act of the defendant, was, it was alleged, proximately that of the county court judge himself; and hence the action must be defeated by reason of the remoteness of damage; the maxim being, "*in jure non remota sed proxima spectatur causa.*" The Chief Justice and Williams, J., concurred in these views. They said expressly, that if a man by his perjury causes damage to another, that other has no remedy in a civil court. "No such action," remarked the Court, "has ever been maintained, and is incapable of being so; for if it were, cases must be every day occurring." This point, indeed, was fully discussed in the Court of Common Pleas a year or two ago, and there decided the same way, and on much the same grounds as the present case. In *Revis* v. *Smith* (18 C. B. 126), Jervis, C.J., said that to allow an action in such a case would be in effect to try the defendant for perjury, and to convict him by the mouth of a single witness; whereas, in a criminal court, he could only be convicted by the concurring testimony of two. It is therefore clear that, in the present case, the only ground for supporting the action is to make out that the act complained, *i. e.* the malicious prosecution, not the perjury, was the act of the defendant, and not of the county court judge. Mr. Justice Willes thought that this was so; because, had not the judge ordered the prosecution, the defendant, beyond all doubt, would have been responsible; and he conceived that the order which had been made ought not to aid the defendant, because it had been fraudulently procured from the Court by his own wrong. However, the rest of the Court thought otherwise, and gave judgment for B. It may be remarked, in conclusion, that it is somewhat difficult to reconcile this decision with some of the observations of the judges of the Queen's Bench in *Farley* v. *Danks* (4 Ell. & Bl. 493). There the defendant was sued for having fraudulently and maliciously procured that the plaintiff should be adjudicated a bankrupt; and there the Court would not listen to the argument that the adjudication was the act of the commissioner, not of the defendant. "Where a man," said the Court, "makes a *true* statement of facts, upon which the Court acts wrongly, the grievance, it is true, arises not from the statement, but from the judgment; but it would be monstrous to hold that this is so where the statement is maliciously false." According to this case, it would seem that the action was well brought in the present case, on the ground that the county court judge did the thing complained of—that is, cause and procure the prosecution for perjury—under the authority, and, indeed, as the *agent* of the defendant.

MAXIM OF "RES JUDICATA PRO VERITATE ACCIPITUR."

Routledge, App., v. *Hislop, Resp.*, 8 W. R., Q. B., 363.

There is no rule of law better established or more useful than that which forbids a dispute once decided by a court of competent jurisdiction, to be re-opened between the same parties before another court of concurrent jurisdiction. Otherwise there would be no end to litigation. Of the application of this maxim, sometimes given as "*Nemo bis vexari pro uná et eâdem causâ*," there are a variety of instances in the books, which show, among other things, that it cannot be evaded by altering the form of the claim. For example, a judgment in an action on promises may be pleaded in bar of another action for the same cause sued for as a debt; *Slade's case* (4 Rep. 94.) So also in *Buckland* v. *Johnson* (15 C. B. 145), it was argued and admitted by the Court, that if a man converts and sells the goods of another, for which injury the owner sues in trover and recovers damages, the owner cannot (even though his judgment be fruitless) afterwards sue the same defendant, and recover the price got by him for the goods. The judgment in the first action might be pleaded in bar of the second.

The present case was decided on the principle above referred to. A servant conceiving that she had been prematurely discharged from the service of her master without reasonable cause, sued him in the county court for her wages up to the period for which she had been engaged. The decision of that Court was for the master, on which the plaintiff went before the magistrates for the county, who determined the case in her favour. This decision, however, was reversed (on a case stated under the recent statute) by the Queen's Bench, on the ground that the dispute having been already decided by one court with competent jurisdiction, the magistrates had no power to inquire into and adjudicate on the case.

Correspondence.

LORD HENRY SEYMOUR'S WILL.

The following is a translation of the clause in the residuary bequest in Lord H. Seymour's will in favour of the Paris and London hospitals:—

"I give and bequeath all things and valuables of which I have not above disposed, to the hospitals of Paris and London, which I institute to that effect as my residuary legatees, all duties of transfer and others to which the particular legacies contained in this my present will may give rise, shall be supported by my estate alone. Done in Paris the 19th June, 1856, &c."

It appears that the testator has directed a bequest to the hospital "Des Petits Ménages," in Paris, shall be invested in real property; but there is nothing of the kind stipulated with regard to the London hospitals. No apprehension need therefore be entertained as to the statute of mortmain.

Two testamentary executors, with seisin, are named for England, who, it is believed, are both British subjects, although domiciled in France. Although the Paris hospitals are subject to one administration or governing body, and have their funds in common, which obviates the difficulty attending the bequest as regards those of London, the Court of Chancery will have the winding up of the matter; and assuming that the hospitals of Paris will claim one-half of the trust fund, the entirety amounting to above £40,000, two important questions arise as to the distribution of the other half amongst those of London, viz., which of them are entitled, and in what proportions?

It would appear that the chief elements to be considered in deciding amongst the various claimants, would be the extent of good which they severally effect, and their means of effecting it. Some of the largest and more important hospitals, as St. Thomas's, Guy's, and St. Bartholomew's, operate on a very extensive scale; but then they are richly endowed, and independent of extraneous aid, and ought not to press unduly against the claims of the smaller or more dependent institutions. There are others, as the London, the Middlesex, the St. George's, and others which are not only on a large scale, but either entirely or partly dependent on donations and voluntary contributions for their means of doing good, and which, therefore, seem to possess unobjectionable claims to some substantial share of the testator's bounty. Then these smaller institutions, including the City Orthopœdic Hospital, and a vast variety of others of very limited extent, but distinguished from mere dispensaries by receiving inmates under their roof for cure, would be entitled to bring forward their claims, and the City Orthopœdic, and doubtless many others, might show in reference to the limited extent of their operations, how much they are hampered and curtailed in this respect, by their being circumscribed in their means.

One important consideration, however, may or may not be worth an observation. The bequest is to the Paris and London hospitals. As regards the latter, does it apply to all hospitals within modern London, as well inside as outside the city walls, or is it limited to the ancient city of London? If the latter, I fear both St. Thomas's and Guy's would be excluded, unless it could be shewn that by one of the old charters from the Crown to the Corporation of London which exists, the bailiwick of Southwark has granted to that corporation, and that it now formed an integral part of the city.

This is of vast importance, and it will remain for the Court to determine the question.

If the borough of Southwark, which on some occasions actually returned common councilmen to that body, is in truth a portion of the corporation, both St. Thomas's and Guy's Hospitals would be indisputably entitled to their share of the bequest.

The City Orthopœdic Hospital to which I have referred is situated within the city boundaries.

1st May. F. S. A.

TRADE PROTECTION OFFICES.

I read with some interest the paper contributed to the "Metropolitan and Provincial Law Association," which appears in your number for 7th April, on "Trade Protection Societies, and Offices, and the relation of Solicitors thereto;" for my name figured for a time as one of the solicitors patronised by Mr. Stubbs. As soon, however, as I found I was merely a tool to be used for that person's advantage, I withdrew from his list; not choosing to render my services for next to nothing, or to "play his game" at the sacrifice of my professional status.

I certainly considered when I accepted the appointment, and allowed myself to be classed with the many "eminent" solicitors in his service, that the funds received by Mr. Stubbs would allow of ample remuneration for all duties performed, inasmuch as it would appear from the list of subscribers his receipts must be very large; but although I afterwards asked the question, I was not informed in what way those receipts were applied, nor why his *employés* derived no substantial benefit from them.

The simple truth, I believe, is, that Mr. Accountant Stubbs makes a fine thing of it; and that the members of the profession who allow their names to appear in his "list" are most of them unaware of the real nature of the scheme which the paper I have alluded to helps to expose.

A SUBSCRIBER.

POWER OF EXECUTORS.

SIR,—Will you give me an opinion on the undermentioned? and oblige yours respectfully, JOHN MADDOX.

"I give and bequeath *all I am possessed of*, or may become entitled to (after payment of my just debts and funeral expenses), to my daughter for her own separate use and benefit."

The debts have been satisfied, and the chief of the property in his *possession* at his death was a policy of insurance on an old lady's life, the premium of which is kept up by her. The executors, in whose hands it fell, refuse to give it up until after the termination of the life; maintaining that they have nothing to pay until the amount falls into their hands, preventing the daughter from making any use of it, although offered money to nearly its value, provided she can deposit it.

A twelvemonth and more having elapsed, is it legal for executors to withhold that which is given; and would they not be liable for damages arising from withholding, provided such can be produced, or in case of its becoming valueless for the amount that could now be obtained for it?

THE NEW TAXING MASTER.

SIR,—I read with much regret your leading article on the subject of the appointment of Mr. Shadwell to the office of Taxing Master.

I have sat for many years with Mr. Shadwell, on the boards of the Equity and Law Assurance and Law Reversionary Interest Societies, in both of which he took an active part. The universal opinion of our boards, which consist entirely of lawyers, is, that the appointment is a very good one. I believe that every director would agree with me in saying that Mr. Shadwell is a man of great acumen, good judgment, and sound common sense.—I am, &c., JOHN M. CLABON.

21, Great George-street, Westminster.
May 5.

[Our respected correspondent, notwithstanding his high testimony in favour of Mr. Shadwell, fails to answer our objection to the appointment in question. We admit that on merely personal grounds not a word can be said against it; and we should ourselves regret as much as Mr. Clabon if our remarks on this subject in last week's number could be taken as in any way reflecting upon the personal claims or position of Mr. Shadwell. But what, as the organ of the body of solicitors, we mean to insist upon is, that the salary of Taxing-master (£2,000 a year) was fixed at that large amount in order that the most eminent practitioners might be induced to accept the appointment. We have heard it stated, that amongst those who were candidates on the late vacancy, there were some gentlemen whose great talents in the discharge of another office of the court have long gained high admiration and confidence from the entire profession. We say that such an appointment is not to be looked upon as patronage, but as a trust to be discharged in the public interest—which can only be done by the selection of the best possible man; and we are confident Mr. Shadwell himself would be the first to admit, that viewed from that single point of view, his own claims and qualifications could not be fairly put in competition with such as we have referred to. Men of "great acumen, good judgment and sound common sense," are to be had for less than £2,000 a year; while perhaps even that salary is not more than sufficient to induce leading practitioners to relinquish their business for the work of such an office as that of Taxing-master.

BILLS OF EXCHANGE.

1. Would any of your able and intelligent readers say whether the words "for value received" are essential to be inserted in an inland bill or ordinary promissory note?

2. Is a bill or note dated 2nd of October, 1852, payable to A. B. or order twenty-four months after date (due, therefore, on the 2nd of October, 1854), recoverable by action commenced any time before the 2nd of October, 1860? A demand has been made on drawer, who had long protracted the payment of a similar note payable six months before the above became due, and both taken in satisfaction of the same original debt.

May 2. R. E. J.

The Provinces.

BRISTOL.—Mr. J. B. Grindon, the able coroner for this city, addressed a jury at the close of an inquest, on Monday the 30th ult., at Bedminster, on the subject of the controversy between county magistrates and coroners, and the contemplated alteration of the law in respect to coroners' juries. After alluding to the powers conferred on coroners by the old statutes, written, as he stated, by lawyers who paid attention to what they were writing, and not hastily passed into law, like modern measures—though certain county magistrates seemed to look upon old laws as entitled to less respect than new ones—he detailed the cases wherein coroners were authorised to hold inquests. The bickerings between the county magistrates and the coroners had arrived at such a height, that the latter determined to apply to Parliament for redress. For a long time past the magistrates in eleven out of fifty-two counties of England and Wales had in many cases refused to allow the expenses of inquests though they had no doubt that the expenses were properly incurred. A coroner whom he knew, and who would not hold an inquest unnecessarily, had recently stated that out of twenty seven he had the expenses of ten inquests disallowed. Now, the effect upon society generally was, that unless certain persons knew that the law would be rigidly carried out, they would be ready to cause the death of persons in whose decease they had an interest. The coroners had felt so much aggrieved that they applied to Parliament to be paid by salary instead of by fees, so that they should no longer be under the imputation that they held inquests simply for the sake of what was thereby gained. The law required the coroner to lose no time, after having notice of a death, in holding an inquest; one law said he was at once without delay to hasten there; another old law book stated that the moment he had notice he was hastily to go A Bill was accordingly introduced into Parliament by the coroners, and a parliamentary committee heard evidence upon the subject; and at the same time the magistrates introduced a very different Bill. The latter Bill was to the effect that a coroner had no right to hold an inquest upon his own judgment; but that it should be left to the policemen of the county to determine when an inquest should take place, and they were to be the persons to furnish the evidence. However, the Home Secretary considered that the coroners ought not to be interfered with as to the inquests they held; and he was also of opinion that they should not be paid by salary. Sir G. C. Lewis, the Home Secretary, also proposed a reform in the manner of electing juries. From the earliest to the present time juries had been selected from persons residing in the parish where the death occurred, and the sole qualification was that the juryman had a sound head. One clause in the Bill introduced was to the effect that coroners' jurymen were only to be taken from the jury-lists of the sheriff of the county. That would limit the choice of the officer who summoned the jury. Sir G. C Lewis likewise proposed that no one on a coroner's jury should

be paid. As he (the Coroner) had done what he could in the matter, it was now left in the hands of his fellow-citizens to take what steps they deemed right.

CAMBRIDGE.—The subject of the essay for candidates for honours in law at the University is as follows:—"Should maritime commerce be exempted from the exercise of hostilities?" The essays and the particular question selected by each candidate for his *viva voce* examination are to be sent in to the Regius Professor of Laws (at 25, Pembroke-street), on or before Thursday, the 18th of October, 1860. The *viva voce* examination will commence on Wednesday, the 24th of October, at 10 A.M., in the Law Schools.

LEEDS.—A deputation from Leeds, respecting the holding of a separate assize within and for the West Riding of Yorkshire, had an interview with Sir G. Cornewall Lewis on Friday, the 4th inst., at the Home Office. The deputation consisted of Sir J. W. Ramsden, Bart., M.P., the Mayor of Leeds, Mr. Edward Baines, M.P., Mr. George S. Beecroft, M.P., Mr. William Beckett, Mr. Alderman Botterill, and Mr. Councillor Barrett. Mr. Baines intends to move in the House of Commons for a return of the number of civil causes tried at the assizes for the county of York, and of the number of criminal prosecutions at those assizes, from the North Riding, East Riding, West Riding, and Ainsty respectively, in each of the years 1856, 1857, 1858, and 1859, together with the cost of the prosecutions and the amount paid to the witnesses from each of the three Ridings and the Ainsty, for each of the above years.

NORTH SHIELDS.—On Wednesday, the 2nd instant, the remains of Mrs. Tinley, wife of Mr. John Tinley, solicitor, were removed from her late residence in Dockwray-square, North Shields, and deposited in the family vault at the south-east end of the ruins of the venerable abbey of Tynemouth. In Dockwray-square and along the road the funeral cortège had to pass the inhabitants drew down the blinds of their residences as a last mark of respect. She was a most affectionate wife and mother, and in her loss Mr. Tinley has suffered a sad bereavement, in which all classes in Shields most deeply sympathise. The bells of Christ Church rung muffled peals, and the flag was hoisted half-mast high during the funeral obsequies.

Ireland.

CHANCERY APPEAL COURT.

SOLICITOR AND CLIENT.

Orme v. *Fetherstone*.—The Court of Appeal in Chancery was occupied during nearly the whole of last week in hearing this cause, in which the appellant is the widow of Mr. Thomas Orme, of the county of Mayo, and the respondent is Mr. Godfrey Fetherstone, a solicitor of eminence, and for many years legal adviser to the Ecclesiastical Commission, and to four other important public boards. The facts of the case may be stated very shortly as follows:—Mrs. Orme was, under her settlement, entitled to a jointure of £500 per annum on the estate of her late husband: and on the occasion of the estate being mortgaged to Dr. Radcliffe of the Consistorial Court, Mrs. Orme was persuaded by Mr. Fetherstone, who was the family solicitor, to execute a deed postponing her jointure to the mortgage, which she accordingly did. Some time afterwards a suit was instituted by the mortgagee, and a decree "to account" obtained, which declared the mortgage to be in priority to the jointure. Some years subsequently, a final decree having been in the meantime obtained, the mortgagee took proceedings in the (then) Incumbered Estates Court, obtained an order for sale, and his charge, with arrears of interest, amounting to more than the market value of the property, he was allowed to become the purchaser, setting off, according to the practice of the Court in such cases, his demand against the purchase money. On this occasion (in the year 1852) a trust of the mortgage was then declared for Mr. Fetherstone himself, who was, it now appeared, the real mortgagee, having merely used Dr. Radcliffe's name in the transactions: and a conveyance was executed by the Incumbered Estates Court to Mr. Fetherstone, who has since been in undisturbed possession of the estate. Owing to improvements effected by him, and to the general rise in the value of land, the estate is now worth considerably more than the amount of his purchase-money. Mrs. Orme now came forward to impeach the transactions, alleging that Mr. Fetherstone could not be allowed personally to profit by the advice he had given, advice which had induced her to waive her jointure; and [on the general ground that the relation of solicitor and client existing between them had been abused; the real nature of the transaction having been concealed from her. Her first step was to apply to the Appeal Court, for a reversal of [the decree above referred to, so far as it declared the mortgage to be the first in priority; the decree having been, in fact, the groundwork of the proceedings and sale in the other court; and this was the application now before the court. It may be remarked, that this is a mere commencement of hostilities. Mr. Orme, the appellant's son, and the inheritor of the estate, is taking steps to compel Mr. Fetherstone to reconvey the estate to him, on the ground that a solicitor cannot be permitted under the forms of law to become purchaser of the client's estate, especially at an undervalue, and when the real nature of the transaction is kept secret. Serious questions may arise as to the nature of the relief to be obtained, and the impediments thrown in the way by the Incumbered Estates Conveyance: the present application was, as above stated, only for alteration of the decree of 1848, declaring the mortgage the first charge and the jointure of Mrs. Orme postponed to it.

For the respondent Mr. Fetherstone, it was contended that the mortgage transactions were binding on the parties; and that Mrs. Orme had waived her jointure by a deed, the draft of which was approved of on her behalf by a Mr. S. V. Jackson acting as her solicitor. Further, that the concealment of the real lender took place from no improper motive; Mr. Fetherstone affirming that the loan was first negotiated on behalf of Dr. Radcliffe's trustees, and that on their declining it he had put forward the name of another person, Dr. Radcliffe, merely to avoid the irregular payment of the interest, a result which would, he thought, be sure to follow, if the mortgage were openly taken by himself, he being, in fact, the friend and connexion of the borrowers. The respondent also contended that no loss or injury had been sustained by the Orme family in consequence of the deceit used—that no other person would have lent the money, unless the jointure had been waived; that a foreclosure or proceeding to a sale would have been, in any case, inevitable, owing to the incumbered state of the property; and he relied on the sale and conveyance to him by the Incumbered Estates Court, as having conferred on him a perfect title.

In giving judgment, the LORD CHANCELLOR stated the facts of the case, and said that he had no reason to doubt the respondent's statement, that when the loan was first talked of, it was intended that Dr. Radcliffe's trustees should be the lenders, although Mr. Fetherstone himself became the lender subsequently. These trustees having declined to make the advance, there was nothing to prevent Mr. Fetherstone from himself doing so; and had he done it openly and without concealment the present investigation would not have become necessary. But Mr. Fetherstone had studiously concealed the fact of his being the real lender, and had, in the character of her professional adviser, recommended Mrs. Orme to waive her jointure. A court of equity could not hold that he was entitled to reap this benefit from the advice he had given to his own client—she all the time believing that the advice was disinterested. She was, therefore, entitled to be placed in the same position as though she had not executed the deed, waiving her jointure. Stress had been laid on the fact of the draft deed having been approved of by Mr. Jackson on her behalf. That gentleman had not exercised a wise discretion in approving of such a deed; and seems to have known little about the transaction, and to have been also as ignorant as was Mrs. Orme of the fact that Mr. Fetherstone was the real lender. It appeared clearly that the intervention of Mr. Jackson was a mere form, and one which Mr. Fetherstone could not be permitted to rely on as protecting him from the consequences of his conduct. The Court would not consider that as the genuine intervention of a legal adviser on Mrs. Orme's behalf, and all the evidence showed that Mrs. Orme's interests had not been properly looked after, though the mere form of approving of the deed on her behalf had been gone through. All parties had been deceived, and the deed waiving the jointure must be declared fraudulent and void; and consequently the decree of 1848, declaring the priorities, must be declared erroneous, and Mr. Fetherstone must be decreed to pay the costs to the present time. With respect to the question, how far the equitable jurisdiction of the Court could be exercised, to set aside the purchase in the Incumbered Estates Court, he would not at present give any opinion. The Court of Chancery might have to decide important questions in the subsequent stages of this case; and it might, perhaps, have to be considered what should be done to preserve the honour of the profession, and to prevent such abuse of confidence reposed

in a solicitor. No other point was, however, now to be prejudged; and the Court would decide only that the appellant was entitled to the relief now sought.

The Lord Justice (BLACKBURNE) fully concurred.

Serjt. Lawson, Brewster, Q.C., and *Smith*, appeared for Mrs. Orme; and *Warren, Q.C., Sullivan, Q.C.*, and *Exham*, for Mr. Fetherstone.

BLACK LISTS, AND TRADERS' CIRCULARS.

At the monthly meeting of the Statistical Society, on the 27th ult., Mr. Francis W. Brady read a paper on the printed lists of judgments, &c., obtained in the Courts, usually called "black lists." A large proportion of the members of the society present (the attendance being unusually large), expressed their opinion on the subject; and it was clear that the majority were in favour of the continuance of these publications—so divided is the public sentiment on this topic. Mr. Brady founded his objections mainly on the fact, that in Ireland judgments are a common kind of security, confessed for many purposes not inconsistent with the perfect solvency of the judgment debtor—as, for instance, marriage settlements, where a bond is frequently given to the trustees, and judgment entered up on it. In the weekly lists of judgments, &c., forwarded to all who will subscribe for them, the solvent and the insolvent are all mixed up together, and the credit injured of both alike. Some of the judges have expressed themselves as unfavourable to these publications, and the Incorporated Society of Solicitors have, by memorial to the judges, sought to prohibit the obtaining of this information from the Rolls of the Courts, except to persons actually interested. On the other hand, it was contended, by the majority of those who expressed an opinion, that the Legislature has, by concentrating judgments in one office, accessible on payment of a small fee, and in other ways, shown an intention that obligations of this kind, as well as bills of sale, &c., should be made as public as possible. Further, that a man's credit and ultimate means of payment are as much affected by friendly as by hostile judgments, and in case of his embarassment or bankruptcy, they will be levied or recovered quite as readily or more so. So that no essential difference exists, as far as third parties are concerned, between judgments obtained by friends and those by adverse creditors.

One suggestion was made which, if adopted, would do much to remove the repugnance felt to these publications by very many persons: it was as follows:—that the weekly list should be an official one, under the authority of the judges, or the executive, and should include every judgment, by whomsoever confessed. At present the printers of these lists are irresponsible; and as they publish a selection only of the judgments, &c., entered, they must be much troubled by solicitations, sometimes forcible ones, to suppress particular names. If the publication were an authorized and a perfectly impartial one, it would be much less offensive to the feelings of individuals. One other change might also be introduced—there would be no objection to its being stated, where the fact is so, that the judgment was obtained by trustees, &c., so as to show the real character of the obligation. With these alterations the "lists" would soon lose the stigma which at present attaches to them in many minds, and which has ever been expressed by the title they popularly bear.

Scotland.

ABERDEEN.—The failure of Messrs. Blaikie, legal practitioners and estate and bank agents, at Aberdeen, "under painful circumstances," is announced. Their liabilities are said to exceed £200,000.

Foreign Tribunals and Jurisprudence.

THE LAWS OF FRANCE IN THEIR APPLICATION TO ENGLISH SUBJECTS.

(*By* ALGERNON JONES, *Esq., Advocate in the Imperial Court of Paris.*)

The laws of foreign nations were long a closed book for the great majority of the educated classes in all countries. Content to be informed of the rules of the legislation under which they were fated to live, they left all others to the researches of those who might have a personal interest therein, or to the inquiries of the few philosophers who were disposed to seek for gems of science in whatever bed they might be found to lie. Of late years, however, there seems to have been a marked change in this respect in most countries, in England as well as the rest. To many the legislation of foreign countries, far from being now a matter of indifference, has become a subject of much curiosity and interest. And well it may be so. Nations are as little disposed to be the subjects of experiments as individuals; and legislators should avoid, if possible, offering to them remedies not already tried, as mistakes in law-giving operate on too extensive a scale not to be disastrous in the extreme. To steer clear of these the annals of legislation will afford them the necessary instruction. In those annals the legislator will find the records of the involuntary experiments tried by other countries upon themselves. They will be to him what clinics are to a physician, a course of studies in which he will witness the operation of the various remedies applied to the evils of the social body. No doubt, such lessons should be followed with discernment, taking into account the different constitutions of the patients; but, such allowance being made, the Legislature will thus learn by the success of others what to try, by their failures what to avoid, and will obtain the benefit of experience without paying its price.

And in no body of laws will lessons of this description be found so various and so complete as in the laws of France, and that by reason of the motley origin, the manifold faculties and habitual activity of the French people on the one hand, and the various phases through which they have passed, on the other. Colonized or invaded at various times by the most different races, by the polished Greek as well as the devastating Hun; by the Frank fresh from the independence of the German forests, and by the legal-minded all-civilizing Roman, the original inhabitants of Gaul partly disappeared under the complicated fretwork of the various races which gradually overlaid them; but none of the latter were so entirely interwoven into the general fabric, as not to be for a long time distinguishable from the rest. And when in process of time the more conspicuous external characteristics were off, the spirit and institutions of each race survived more or less in the regions where it had been predominant, and were long preserved by the concentrating and isolating effect of the provincial divisions. A remarkable instance of this was exhibited in the vitality, at the beginning of this very century, of the Roman spirit and institutions among the inhabitants of such provinces as had been in close communion with the Roman empire. Such of the commissioners for the preparation of the Code Napoleon as were natives of these provinces contended so stoutly for the introduction into the new code, the object of which was to do away with all relics of provincial laws, of the old Roman *jus dotale*, that it was actually enshrined therein, to the disfigurement of the plan of the code, and partial perpetuation of the state of things which the new law was intended to set aside.

But various as were the contributions enrolled in the shape of customs in the annals of French law by the different provinces, they were neither more numerous nor diversified than the enactments which were produced by the constitutions which in turn ruled France. It seems to have been the fate of that country to endure the extremest operations of almost every political principle; and each as it made room for its successor left a copious inheritance of laws stamped with the impress of its peculiar character. The almost parliamentary dominion of the first French monarchs, the feudal system which in France was remarkably powerful, and pushed to an extreme degree of decentralization; the canon law, not always equally powerful, but always taking an extensive and frequently a beneficent jurisdiction over such matters as in France as well as in England it could under any religious plea bring within its scope; each and all of these added a large amount of law to the stock already provided by the customs of France. Over all these gradually arose the despotic system which at last prevailed, and which in its turn brought forward legions of laws after its image, some of which are to this day subjects of admiration and study. But the hoary institutions under the shadow of which France had grown, and which had afforded them shelter to her infancy, had little by little become too antiquated and narrow to give entire play to the expanding powers of a full grown people. Long had they been undermined by the current of philosophical doctrines, which had been slowly accumulating under their foundations. At last the stream burst forth. Slow and calm at first, it increased, it swelled, it rushed forth irresistible, and, in its all powerful fury, it swept away the venerable pile of institutions built up by the efforts of so many ages, and overlaid the ruins with the equalitarian alluvium brought down from its philosophical fountain head. Thus, when the troubled waters subsided, and when in those calmer moments which preceded the dawn of imperial despotism, France proceeded to

build up the edifice of her institutions anew, she found strewed around her and ready for use, the materials which had formed part of the ruined structure. It was among such a copious mine of materials, already proved by the experience of those who had originally put them to use, that the new legislators selected the greater part of the substance of the system of laws they had to construct,—a system remarkable among other advantages for the unity of its plan, which they were not under the necessity of warping to fit any time honoured remains, all such having been swept away by the revolutionary torrent. A great advantage, no doubt, and which saved France from the inconveniences of patchwork legislation; but which Heaven protect England from ever purchasing at the same price! However, for fifty years and upwards have these new laws been in force in France, and the materials which they offer may therefore the more confidently be relied on, having been tested for the most part by the twofold experience of the system which originally brought them forth, and that which has adopted them. No wonder, therefore, if various countries have wholly or partially adopted the codes of France, and if in England a desire has been frequently exhibited of imitating certain of their characteristic institutions, such as that of the tribunals of commerce, and the *ministère public*.

But not to the legislator and the philosopher alone will the study of the French law prove interesting. The lawyer and such of his clients as may have any connection with France will derive therefrom less exalted and more practical benefits: the lawyer, for the proper advising and preparing of such legal instruments as are likely to come into operation in France; the client, for the better appreciation, and, in certain cases, prevention of the consequences which are likely to arise from any dealings with that country. Such dealings are daily becoming more frequent. The considerable commercial intercourse already existing between the two countries is on the eve of a considerable increase, under the influence of the doctrines not certainly of free, but of less fettered, trade so recently adopted by France. Nor is the intercourse between the two countries limited to commercial contracts and the exchange of their respective staples. The communion is social as well as commercial. Anchored by Providence within sight of each other, they have been brought together more closely still by the newly-conquered slaves to the genius of man which annihilate space and time—steam and electricity. A thrill of the telegraph wire will convey an Englishman's will, a few pulsations of the engine his person, into the centre of the French empire, whether for purposes of business or of friendship; and individual ties are entered into, and family as well as business connections are formed, by means of such increased facilities of communication, which little by little will interweave the tendrils of the two nations so tightly as to prevent them being ever torn asunder by the transient violence of political storms. But to return to effects more immediate, and more within the province of this Journal, the consequences of this intercourse will be to give rise to legal relations of every description between the subjects of England and France, which must frequently lay them under the necessity of obeying the commands or applying for the protection of the laws of one another. The nature of such commands, the manner and circumstances in which such protection may be claimed, the treatment aliens may expect from the native Courts, the severities they are likely to encounter from the practice therein, must therefore be to many in each country a subject of great and practical interest.

(*To be continued.*)

AUSTRALIA.—In Australia a Divorce Bill has been passed similar to the one passed in England, but further enacting that a judicial separation may be obtained on the ground of habitual drunkenness, and that a complete divorce may be decreed where there has been desertion for four years.

The following return has just been made from the gaol of Newgate, showing the number of prisoners tried during the year 1859, distinguishing those tried before her Majesty's judges, also those tried before the Recorder and other corporate judges; also showing the number of prisoners tried for offences committed within the city of London, and those committed within the county of Middlesex, and other districts within the jurisdiction of the Central Criminal Court, for the same year:—Number of prisoners tried before her Majesty's judges, 173; number of prisoners tried before the Recorder, Common Serjeant, and Commissioners, 966; total 1,139; London prisoners, 300; Middlesex prisoners, 839; total, 1,139.

Reviews.

As to the Obligation of the Owner of Minerals, held as a Separate Tenement, to leave a Sufficient Support for the Surface. By W. CLAYTON CLAYTON, M.A., of Lincoln's-inn, Barrister-at-Law. Sweet: 1860.

This is a terse, lucid, well-reasoned, pamphlet, of about 40 pages, the object of which is to examine a series of modern decisions by which the rights of the owners of mineral property are seriously affected. The first of these cases is *Harris* v. *Ryding*, decided in the Court of Exchequer in 1839, where, on a conveyance of lands to a purchaser, excepting and reserving to the vendor, his heirs and assigns, all coals, seams, and veins of coal, iron ore, and other mines, minerals, and metals; and all quarries of lime and other stone in or upon the premises granted, or any part thereof, with power to get and carry away the minerals reserved, and every part thereof, making a fair compensation to the purchaser for damage done to the surface and the pasture and crops thereon, it was decided that, in working these excepted minerals, the owner was bound to leave a sufficient support for the surface. Against the correctness of this decision Mr. Clayton argues, and we think with much force, on several grounds. He insists that it was contrary to the words of the deed, which expressly excepted all the minerals of whatever kind, with power to get them in every part of the lands conveyed—clear words, notwithstanding which the Court held the intention to be that the purchaser should have the surface free from all disturbance and risk. Mr. Clayton argues at some length, that there was nothing either illegal or unreasonable in the contract of the parties, as it stood expressed; that, to strike out or restrict the express words, was not only contrary to every sound principle of construction, but, for all practical purposes unnecessary. In discussing this question, Mr. Clayton has brought into play not merely the rules of law, but that practical knowledge of mining concerns which enables him to show that, in an agricultural point of view, there is no inconvenience or loss from the subsidence or cracking of the surface for want of the support of the underlying minerals, the damage so caused being soon reparable b draining and levelling, while the mine owner (and, we may add, th community) sustains a serious loss, when a support to the sur face must be left. The Court, in *Harris* v. *Ryding*, having started with the assumption that the purchaser was intitled to an absolute and indefeasible surface, just as much as the occupier of a first floor in Lincoln's-inn is entitled to the support of the walls and foundation of the ground-floor tenement, and having settled this fiction of a surface in their minds, arrived readily enough at the conclusion that the mine-owner could not interfere with the surface, or, in other words, had no right to injure his neighbour's property; but it is to be regretted that the Court did not more clearly show how the purchaser was entitled to the surface as a distinct tenement. Mr. Clayton justly observes that, as the exception comprised not the coal only, but all free-stone and minerals, and as free-stone cannot be well wrought without disturbing the surface, it was clear the parties could not have contemplated the continuance of an unbroken surface. In another very remarkable case cited by Mr. Clayton, *Humphries* v. *Brogden*, decided in Q. B. in 1850, where the soil and the minerals were held as separate tenements, but the instrument by which they were separated could not be shown, it was held that the owner of the land had "an easement of common right created by the law" to have a sufficient support for the surface from the underlying minerals. But the learned writer asserts that no instance of such an easement can be found in the books, that the common law does not give any colour to such a right, and that the decision supposes, what is very improbable, viz., that the surface was granted *eo nomine* as a separate tenement, to be enjoyed free from injury by the working of the coal. We must express our agreement with Mr. Clayton that this part of our law is not in a satisfactory state, and we close our notice of this opportune tract (opportune, as regards the increased demands about to be made on our mineral wealth as an article of commerce) by quoting part of its concluding sentences. "The false ground of *Harris* v. *Ryding* has never been exposed. That ground, as we have seen, was that the deed then before the Court vested the surface in the grantee as a distinct and separate tenement to be held free from disturbance or risk; whereas the fact is, there was nothing in the deed to exempt it from injury, or generally from the operation of the powers given for getting the minerals rather than any other part of the shell, and it is clear that no part of the minerals whatever could be wrought without removing or disturbing some portion of the circumjacent soil."

A Treatise on Private International Law; or, The Conflict of Laws, with principal reference to its Practice in the English and other cognate Systems of Jurisprudence. By JOHN WESTLAKE, of Lincoln's-inn, Esq., Barrister-at-law, and Fellow of Trinity College, Cambridge. London: Maxwell. 1858.

Mr. Westlake states in his preface that his work "undertakes to furnish the profession with a volume at once compendious and useful." The best way of testing how he has performed this promise will be to take one or two heads of Private International Law which have lately come under the consideration of the Courts, and to examine what help Mr. Westlake's book would afford to the practitioner who might be called upon to consider them. But before we enter upon this inquiry, it will be well to draw from the introductory chapter of the book a definition of the subject upon which it treats. "Private international law is that department of private jurisprudence which determines before the courts of what nation each suit should be brought, and by the law of what nation it should be decided." This department of law lies between that of private municipal law on the one hand, and that of public international law on the other. Private municipal law forms the lawyer's daily business. Public international law respects disputes between States, which acknowledge no human superior, so that there is no tribunal to enforce its dictates. Private international law is administered by the ordinary tribunals of civilized countries. The first question that arises commonly is, ought the Court to entertain the cause? and the second, what law ought to be applied to it? It is obvious that the rules of this branch of law are not binding upon our courts in the same sense as that in which the rules of our own private municipal law bind them. Decisions upon private international law are generally founded upon the writings of jurists, which the tribunals of all civilized countries agree to recognize; but which have only the conventional force which is thus given to them. One may often hear Sir C. Cresswell referring to Huber or Grotius in his judgments; and in a certain sense those writers may be called authorities, but not in the same sense in which a judgment of the Prerogative Court is an authority. Mr. Westlake's book is principally founded upon the writings of Continental and American jurists. Our own legal literature is comparatively deficient in treatises upon the general principles recognized by the tribunals of all countries. Our law is peculiar to ourselves, and our school of lawyers has usually held itself aloof from foreign schools. On the Continent are many nations whose systems of private municipal law are derived from the same source—the Roman jurisprudence—and whose lawyers, therefore, enjoy a large community of thought. Hence, in the discussions of private international law, those lawyers would be likely to adopt similar lines of investigation, and to arrive at nearly similar results. At the same time, from the close juxtaposition of many States, it is probable that questions of law would frequently arise between the subjects of different jurisdictions. Hence, upon the Continent, there has been both a disposition to study the principles of general jurisprudence, and an abundant opportunity of applying them. In America, each State of the Union may for many purposes be regarded as a distinct and independent sovereignty. Different laws prevail in different States, and the question of what law is to be applied to disputes between citizens either of the same or of different States arises frequently, so that the department of private international law has been much enriched by the writings of American jurists. The learned works of Chancellor Kent and Justice Story are found in every well-furnished English law library, and are frequently referred to by Mr. Westlake. Almost the only English work quoted by him is that of Mr. Burge, but of course he frequently refers to the reports of cases before the Privy Council and the House of Lords; and as the decisions bearing upon his subject are very numerous, and have proceeded from our most distinguished lawyers, they form in the aggregate a contribution to the science of private international law which is not unworthy to be compared with the ponderous lucubrations of foreign jurists. But in the dearth of treatises professing to collect and systematise these decisions, Mr. Westlake's learned and laborious work has appeared very seasonably.

We propose, in the first place, shortly to examine that part of Mr. Westlake's book which treats of the international law of marriage; and with that object it will be well to direct attention to the case of *Simonin* v. *Malac*, decided by the Divorce Court, on the 26th of last month. The suit was by the wife against the husband, for a decree of nullity of marriage. On the 21st June, 1854, the petitioner Valerie Simonin, went through the ceremony of marriage with the respondent Leon Malac, at a church in London. Two days afterwards the parties returned to Paris. They did not cohabit. The marriage was alleged to be in contravention of the law of France. The parties were both French subjects domiciled in France at the time of the marriage. The petitioner was then twenty-two, and the respondent twenty-nine years of age. In December, 1854, the Tribunal of First Instance of the Department of the Seine declared the pretended marriage null and void. The respondent had been served at Naples with a copy of the petition, but did not appear. The questions which arose were first, whether the Divorce Court had jurisdiction over Malac; and secondly, if it had, whether the marriage was null and void according to English law. The 42nd section of the Divorce Act authorises service of the process of the Court upon a party out of the jurisdiction; and one argument on behalf of the petitioner on the first question was founded upon this section. It is possible that an English lawyer whose studies had been confined entirely to the law which is of daily application in our courts, might think this argument conclusive. But an attentive reader of Mr. Westlake's book would at once perceive its weakness. In the eyes of the student of private international law, it is not enough that an Act of Parliament should confer upon a court a power which may be used so as to reach foreigners; but the question is, whether upon the principles which are generally recognised by jurists, such power can be legitimately exercised. There is a passage in Mr. Westlake's book where he mentions the case of *Maclaren* v. *Stainton*, 16 Beav. 287, which may be usefully referred to upon this subject. In that case the question was, whether the Court of Chancery could issue an injunction against a Scotch company, upon service of notice of motion at the agency office of the company in England. The Master of the Rolls, considering the office as a dwelling-house within the meaning of the rules of practice of the Court, did not doubt his power to issue an injunction. But the order was reversed on appeal (5 Ho. of Lds. 416), on the ground of defect of jurisdiction. The principle of this decision was adopted by the Divorce Court in the case before it, and accordingly it proceeded to seek for some foundation of its jurisdiction more satisfactory to the students of universal jurisprudence, than a clause in the Act to which the Court owes its origin. Another argument was attempted to be built upon the fact that the petitioner had resided in England since 1857. It was said that England was now her domicile, and therefore she was entitled to sue in England; but the Court answered that this was begging the question, because, if the marriage was valid, the wife's domicile was that of the husband, which was not England. Here, again, the reader of Mr. Westlake's book would remember, that a certain amount of support to this argument of the petitioner may be drawn from some American authorities, which, however, Mr. Westlake very effectually combats. He would agree on this point with the Divorce Court, and probably even lawyers who had never read a line of international law would arrive at the same conclusion. But there was still a third and a better argument in support of the jurisdiction of the Court. The validity of a contract is to be determined by the law of the place where it was made. Upon this principle of applying to the case the *lex loci contractûs*, as jurists call it, the Divorce Court felt itself authorised by international law to entertain the suit. Sir C. Cresswell said that "the parties, by professing to enter into a contract in England, mutually gave to each other the right to have the force and effect of that contract determined by an English tribunal." Therefore, there was nothing contrary to natural justice in allowing the petitioner to sue here.

The Court then proceeded to consider whether a marriage duly solemnised in England between parties of full age, and capable by English law of contracting it, was held to be null and void because the parties, being foreigners, contracted it in England in order to evade the law of the country to which they belonged and in which they were domiciled. It appeared that, by the law of France, the marriage was void; and the question was, whether the Court was to deal with this marriage according to the law of France or the law of England. A good illustration is afforded here of the meaning of the title "Conflict of Laws," which is often applied to the subject of Mr. Westlake's treatise. The Court said it was a general rule of jurists, that a marriage good in the country where it was celebrated, should be held good everywhere, and the converse; but this rule was subject to some few exceptions, such as incestuous marriages and marriages absolutely prohibited by the public law of the country of domicile from motives of policy. This latter exception was doubtless noticed by the Court because Sir C. Cresswell's opinion, delivered in *Brook* v. *Brook*, 3 Sm. & G. 481, s. c. 6 W. R.

110, was founded on it. In that case, it will be remembered, the marriage of a domiciled Englishman with his deceased wife's sister celebrated in a country where such marriages are lawful, was held void, because such marriages are absolutely prohibited by the English law. In that case, therefore, the *lex loci contractûs* did not prevail. But a case which came nearer to the present was that of *Crompton* v. *Bearcroft*, 2 Hagg. Cons. 444, where a marriage was recognised as valid in this country, although it was celebrated in Scotland between English domiciled minors without their parents' consent, and although the parties had resorted to Scotland for the purpose of evading the law of England, which required such consent. In the case before the Court, the French Tribunal held the marriage void, not because it was absolutely prohibited by the law of France, but because it was contracted in England with the intention of evading the requirements of the French law as to notices and consent of parents. On such a case the authority of *Crompton* v. *Bearcroft* appears to be conclusive; and, accordingly, the Court disregarded the French decree, and adjudged the marriage good. The unfortunate consequence follows that the petitioner is held to be a wife in England, and not a wife in France. For this result, we suppose, the English Court would blame the French, and the French Court, doubtless, would return the compliment. This inconvenient conflict of French and English law and lawyers is not uncommon, and we may expect that one effect of the new Divorce Court will be to increase it, and to raise in course of time a crop of intricate litigation, which will make such books as Mr. Westlake's more familiar and more necessary to the practitioner than they have hitherto been. Our relations with France may, perhaps, become more intimate, but there will still remain between the two nations a great dissimilarity of ideas; and hence we shall perpetually see the judges of one country disregarding the decisions of the other, while professing to be guided by the true principles of international law. Books which expound these principles will thus come more and more into request, and practitioners who make them their peculiar study will increase in business and in consideration.

Let us now see what would be the utility of Mr. Westlake's book to the practitioner who had to consider such questions as arose in *Simonin* v. *Malac*. We can confidently recommend the careful perusal of the whole volume to the student who desires to prepare his mind for a class of discussions which are likely to become more frequent in all the English Courts. Mr. Westlake has read widely, and thought deeply upon his subject. He displays an intimate familiarity with the Roman law and its commentators, and with the writings of eminent jurists of all times and countries, and with the reports of English and American cases which bear upon the points discussed by him. We think that he clearly sees and correctly follows principles; but there is a want of lucidity in his expositions, and we have met with passages where close and repeated examination was necessary to apprehend his meaning. The student will not find this book an easy one to master. A few writers might have made it easier, and many might have made it less laborious and accurate. We do not consider it by any means severe censure of a law treatise to say that it is difficult; and, on the other hand, Mr Westlake has published only one moderate sized volume, in which he discusses a great variety of questions of extreme complexity, and carries the reader over a vast field of law in which an infinite number of learned and voluminous writers have exercised themselves for several centuries. Mr. Westlake says in his preface that "the practising lawyer is more likely to refer to the book than to peruse it." In our opinion it is adapted rather for perusal than for reference. Probably it could not have been made more useful than it is for the latter purpose, without adding largely to its bulk. We will turn, however, to chapter XI., on "Marriage," and select from subdivision I. "Constitution of the Marriage," two or three passages which appear to us to have the closest application to the case to which we have before referred.

"There are three objections to the constitution of a marriage which turn on incapacity in some sense or other, and clear ideas in respect to them are indispensable from the beginning. These are, that the parties have not attained the age of consent: that they have attained it, but not that farther age at which the authorisation of parents or guardians is necessary to the validity of the consent: and that the parties are within the prohibited degrees of affinity, or are affected by religious vows."

The second of the three objections here enumerated was that relied on by the French Court when it annulled the marriage, that is to say, one of the parties was within the age up to which the French law requires the consent of parents. We take this to be the meaning of the words "that they have attained it, but not, &c.;" but that meaning appears doubtful, and the passage furnishes an example of the occasional obscurity of Mr. Westlake's style.

"The necessity of an authorisation by parents or guardians is a protection which positive law throws round a will presumed to be weak, and is therefore in principle a matter of policy and institution, like the relief granted to expectant heirs against catching bargains. It can therefore, from its own nature claim no recognition at the hands of a foreign law. But since the age of consent is in most, or all, civilized nations placed so early that such a protection is held to be necessary for some period after it, a weakness of judgment remaining after the age of consent may, in the mutual dealings of members of those nations, be accepted for a fact as general and primary as those of nature: and in mutually receiving the evidence of positive law with regard to its existence, and the remedies supplied by positive law for it, they will be acting in a manner analogous to the former case."

The "former case" is that of capacity, on which Mr. Westlake's view of international law is, that "the code of one nation accepts the provisions of another as to its members." The effect of this passage therefore is, as far as it goes, adverse to the decision of the Divorce Court. But the practising lawyer would probably desire to find, if possible, some more conclusive reasoning or authority on the case before him. There is, however, in the following passage a very clear statement of the French law upon which the Tribunal acted.

"As the omission of the publications ordered by Art. 63 is not an absolute cause of nullity when the marriage is contracted in France, so it has been decided that it will only nullify the marriage of a Frenchman contracted abroad, when it took place *dans un but de clandestinité et afin de se soustraire aux exigences de la loi Française*."

And we come now to a passage which is very distinct and practical, and exactly applicable to the point upon which we are seeking for assistance:—

"I have already intimated my opinion that the *lex loci contractûs* may reasonably adopt any consent of parents or guardians, required for the marriage of either party in his or her domicile, as the condition without which it will not give binding force to the forms of their contract. In doing so, it would simply follow a comity so widely spread that the language of laws, when not positively excluding it, may be fairly taken to presuppose it. . . . It is certain, however, that the British courts have not hitherto adopted this view, but have persevered in maintaining that no other consents than those which the *lex loci contractûs* demands for the marriage of its own subjects are necessary for the marriage of foreigners celebrated within its jurisdiction. . . . Considering, however, the intimate connection between these points and that on illegality by consanguinity, it may well be doubted whether such a decision will be made, since *Brook* v. *Brook*, in a new case."

On the whole, therefore, the opinion to be derived from Mr. Westlake's book is, that before *Brook* v. *Brook*, the Divorce Court would certainly have decided as it did; but, since that case, it might have been expected to decide otherwise. On so difficult a question it is no reproach to Mr. Westlake that the doubt he expresses has not, so far, been justified. We will conclude by repeating, as the result of our examination, that this treatise demands careful reading and will well repay it.

The Law Magazine and Law Review; or, Quarterly Journal of Jurisprudence. For May, 1860. London: Butterworths.

In a recent notice of this periodical we took occasion to speak of the marked improvement in its general character and tone which has been observable during the past year. The current number contains a valuable article on the present state of Lunacy Law and its defects, and also articles upon the Bankruptcy and Insolvency Bill, the Joint Stock Companies' Bill, and the Lord Chancellor's Law and Equity Bill, which will be highly interesting to those who are interested in pending measures of legislation. A contribution upon the consolidated orders of the Court of Chancery, and another upon judges' chambers in common law, show that practical subjects are not neglected. Topics of more general and more literary interest are treated in an article upon the liberty of the French bar, and in a biography of the late

Mr. Austin. The report of the Gloucester Bribery Commission furnishes a topic for a good discourse upon a poltico-legal subject of abiding interest to Englishmen. We have also a very clever review of Mr. Hilliard's Law of Torts, and a grave and somewhat judicial summary of the transactions of the Juridical Society. Indeed, the contributions are so numerous and various that we can scarcely pretend to give even a list of them. What we have mentioned, however, we can commend.

Societies and Institutions.

LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

The annual general meeting of this society was held on Friday, the 13th of April, 1860.

Mr. LAW (the deputy chairman) presided.

The following report and balance sheet were read by the secretary:—

The directors, in meeting the proprietors at the close of the fourteenth year of the society's existence, feel that they have cause again to congratulate them upon the success which has resulted from the transactions of the year.

The new business of the year 1859 consists of 127 policies, assuring the sum of £128,078—the premiums upon which have amounted to £3,683 5*s*. Although these results exhibit a decrease upon those of the previous year, the directors feel that they are attributable to causes beyond their control, it being well known that the amount of new business transacted by almost every insurance office has in like manner diminished. The average amount of each policy is still above £1,000.

The number of policies in force on the 31st December last, was 963, assuring £1,030,168, yielding in premiums £31,088 6*s*. 2*d*. per annum. The claims paid during the year were fourteen in number, amounting, inclusive of bonuses, to £7,193 19*s*. 2*d*., which but slightly exceeds the amount paid under this head in the year 1858.

The claims which have occurred during the year amounted to £12,896 18*s*. 2*d*.; the difference will be a debit in the account of the current year. The amount, however, is still below the estimate computed from the date on which the society's tables were founded.

The society's income from all sources during the year, as will be seen from the account, was very nearly £40,000, and, after payment of all claims and expenses, the receipts exceeded the disbursements by £20,768.

The charges of management are on the usual economical scale, and have barely exceeded those of the previous year.

The directors, after very careful consideration, decided upon a modification of the scale of premiums formerly charged. This has reference more especially to the premiums for assurances for terms of years. The directors, in making this reduction, have taken care that the amended rates shall still be sufficient to afford the most ample security; and they believe that it will lead to a considerable increase in the assurances of this class. The rates for assurances "with profits" are but slightly altered, but those "without profits" have been materially reduced. The new scale of premiums came into operation on the 1st January, 1860.

The directors have further to report, that, in consequence of facilities afforded by the establishment of joint stock banks in the immediate neighbourhood of the office, they have opened an account at the Temple-bar Branch of the Union Bank of London.

The directors have to regret the loss, by death, of three valued members of the board, viz.:—Messrs. Fisher, Pickering, and Powell; Mr. Pickering had been one of the trustees of the society from its commencement.

The board have added to the number of the society's trustees the names of the deputy chairman, Mr. Jay, and Mr. Jones.

The directors who retire by rotation are Messrs. Butt, Bell, Bloxam, Freeman, Gwinnett, Jay, Lawrence, Loftus, Slater, Tilleard, and Vizard; they are all eligible for re-election. Mr. Paul (auditor for the assured) and Mr. Roberts (auditor for the proprietors) also go out of office, pursuant to the deed of settlement, but are eligible for re-election.

In conclusion, the directors remind the proprietors that the next division of profits will be made up to the 31st December in the present year; and they trust that, by the united endeavours of the directors and the proprietary, the progress of the society in the last year of the present quinquennial period may surpass that of any of its predecessors.

RECEIPTS AND EXPENDITURE, DURING THE YEAR ENDING 31ST DECEMBER, 1859.

Dr.	£	s.	d.	£	s.	d.
To Balance from 31st December, 1858—						
At the Bank of England	4,335	14	6			
In hand	20	6	9			
				4,350	1	3
„ Premiums (New)	3,683	5	0			
„ Ditto (Renewals)	27,596	17	10			
				31,280	2	10
„ Dividends and Interest				8,024	7	3
„ Fines for Revival of Lapsed Policies				4	9	0
„ Investments Repaid				41,839	13	9
„ Commission on Re-Assurances				148	12	10
				£85,653	6	11

The Society's Investments on the 31st December, 1859, were as follows:—

£19,626 19 9	£3 per cent. Consols.
19,244 8 6	New 3 per cent. Annuities.
2,691 15 10	£3 per cent. Reduced Annuities.
10,000 0 0	London and South Western Railway Debentures.
10,000 0 0	London and North Western ditto.
148,481 16 2	Mortgages and other Investments.
6,305 15 1	Society's House.

Cr.	£	s.	d.	£	s.	d.
By Proprietors' Dividends				2,741	1	0
„ Ground Rent (less £3 3*s*. Property Tax)	80	17	0			
„ Rates and Taxes (including Income Tax)	145	12	2			
„ Coals	12	0	0			
„ Law Charges	84	8	8			
„ Insurance of House, Repairs, and Furniture	12	1	10			
„ Directors	522	1	4			
„ Auditors	21	0	0			
„ Salaries to Actuary and Secretary, Physician, and Clerks	987	17	0			
„ Stationery and Printing	140	16	3			
„ Advertisements	80	14	10			
„ Policy Stamps	70	1	0			
„ Petty Cash, including Postage	86	5	2			
„ Fees to Medical Referees	26	14	0			
				2,300	9	3
„ Commission				1,566	7	9
„ Expenses incurred in Extension of Agencies				300	6	3
„ Premiums on Re-Assurances				2,739	10	5
„ Annuities Paid				1,149	6	0
„ Claims under Fourteen Policies, including Bonus				7,193	19	2
„ Consideration for Surrendered Policies				724	8	5
„ Investments				64,978	16	5
„ Power of Attorney				1	1	6
„ Balance 31st December, 1859:—						
At the Bank of England	1,927	7	7			
In hand	66	8	2			
				1,993	15	9
				£85,653	6	11

We have carefully examined this Account, and find the same correct.

EDWIN BALL,
JAMES W. TAYLOR,
JOSIAH T. PAUL,
PH. ROBERTS,
} Auditors.

Examined by us this 10th February, 1860.

JOHN LOCKE,
JOHN O. JONES,
THOMAS LOFTUS,
} Directors.

March 8, 1860. GEORGE M. BUTT, Chairman.

The CHAIRMAN, in moving its adoption, observed that, although the sum assured with the office during the past year was rather less than in the previous year, the falling off had not arisen from any want of confidence on the part of the public in the society, but from a general though temporary depression in the business of life assurance in 1859. Still, the business which had been done by the office was fair in amount and exceedingly good in its character. The policies they had issued during the year exceeded £1,000 each on the average. The total amount assured was £128,078, and the amount received in premiums was £3,683 5*s*. This was not equal to the preceding year, but, taking the average of the whole period, the falling off was but very slight. With respect to the reduction which had been made in the rate of premium on assurances for terms of years, he might observe that the secretary, who was always alive to the interests of the society, represented that the rate charged by this office on such policies was somewhat higher than that charged by other offices. That of itself would not have weighed with the directors, but finding, upon looking at the rate of mortality, as well as what other offices were doing, that they could safely adopt the change, they resolved upon it. They had also considerably reduced the rate of premium upon policies without profits, but only slightly those which shared in the profits; as any large reduction in that class of insurances would be likely to reduce the quinquennial bonuses. He thought he might claim some credit for the directors in alluding to the claims which had arisen in the year. The amount paid

on account of claims was £7,193; and he understood that, according to the number of policies issued, and the amount, it might have been double that sum. The management had not sought to do a large but safe business, and he was very happy to say the result was that the lives did not fall in so rapidly in this as in other offices.

Mr. LAKE seconded the motion, which was carried unanimously.

The directors retiring by rotation and the auditors were then re-elected; and after a vote of thanks to the chairman and his co-directors the meeting separated.

Law Students' Journal.

CANDIDATES WHO PASSED THE EXAMINATION.

EASTER TERM, 1860.

[Candidates' names appear in Italic, and Solicitors' to whom articled, or assigned, in Roman type.]

Allen, George Peter.—Edward Lawford; James William Waterhouse.
Almack, Henry Horn.—Richard Almack.
Ashton, John.—Albert Harrison.
Atwood, William Francis Harvey.—Alfred Turner; Charles Fiddey.
Bailey, John Frederick.—John Bailey; Henry Kimber.
Barker, Joseph Huggins.—James Walker; George Brodrick.
Baxter, Francis Eldon.—Robert Baxter.
Bayley, William Henry.—Richard Henry King; Joseph Lott.
Beard, Joshua Tovell.—Richard Newman.
Bellingham, James Gordon.—William Bennett Freeland.
Bigg, Charles Oliver.—James Kingsford.
Bigg, Edward Francis.—William Atkinson Langdale.
Brooking, Nicholas.—Robert Francis.
Brown, Francis Edward.—Charles Henry Turner; Thomas Brown.
Butler, Walter.—John Butler, Jun.
Cardinall, James.—Julius Gaborian Shepherd; William Wyatt.
Carter, Henry Sadleir.—Edward Banner; Thomas Goad Blain.
Cattlow, William Ford.—Edward Daniel; James Sharp, Jun.
Cheston, Thomas Charles.—Henry Reynolds.
Collins, John.—John Atkinson.
Crowther, Timothy.—Edward Allen.
Daniel, George Alfred.—Wilson C. Cruttwell; Edmund B. Church.
Dixon, John.—George Henry Blackwell.
Dowson, Benjamin.—Richard Enfield; Henry Roscoe.
Drake, Arthur Cranch.—Thomas Edward Drake.
Drawbridge, Charles Parker.—Joseph Rayner.
Durham, John, Jun.—John Parrott.
Eldred, Charles Joseph.—John Thomas Grover.
Fache, Charles James.—Edward Bannister.
Ford, Wharton.—Matthew Ford.
Forrester, Gilbert Francis.—Richard Spencer; William Heath.
Forster, Thomas.—Thomas William Keenlyside.
Foulkes, Thomas.—Meilir Owen; Henry Lloyd Jones.
Fullagar, Lewis Greene.—John Edward Fullagar.
Games, George.—William Games.
Garrett, Richard Eydon.—William Pulteney Scott.
Garrod, Charles William.—Edmund Davies.
Gastrell, Henry Thwaites.—George Burges.
Glasier, John Samuel Bedford.—John Thomas Tweed; George Tash Tweed; Edward Jones.
Glover, John.—Thomas Walker.
Grant, James.—John Joshua Jebb.
Green, Frederick, M.A.—Francis Thomas Bircham.
Grout, John.—Algernon Wells.
Grundy, Thomas.—Robert Milligan Shipman; James Barratt.
Handson, Henry.—John Dabbs.
Harding, William Septimus.—Arthur Ryland.
Hart, John.—Richard Hart.
Hawkins, Frederick Charles.—John William Hawkins.
Hawley, George Hulme.—Joseph Challinor.
Houseman, Henry.—Edward Tylee.
Hoyle, Theodore.—John Theodore Hoyle.
Hulbert, Henry Vernon.—Henry Hale Hulbert.
Inman, Robert.—James Brunskill; John Scott.
Johnson, Edward.—Benjamin Wilson; Henry Edmund Voules.
Jones, John Griffith.—Richard James.
Jones, William Lucas.—Charles James Jones.
King, John.—John Wardale King.
Laing, John Fenwick.—Thomas Carr Lietch.
Leadbitter, Edward.—Robert Leadbitter; Henry Newton.
Massey, Thomas.—William Slater.
Mayhew, Walter.—John Mayhew.
Middleton, John William.—William Middleton.
Nanson, Henry.—Henry Vallance.
Nicolls, Edward.—John Dingley.
Nightingale, Allen Jackson.—Robert Wilton.
Pankhurst, Richard Marsden, B.A.—George Edensor Marsden.
Parker, George Bass.—George John Huson.
Peatchcott, John.—Nicholas Were.
Pemberton, Henry Leigh.—Edward Leigh Pemberton.
Perrin, Samuel Henry,—Robert Leonard, jun.
Phillips, Thomas Adams.—Mark Anthony Reyroux.
Potter, Thomas.—Thomas Williams.
Pritchard, Alfred John.—William Pritchard; Nathaniel B. Engleheart.
Ram, Willett.—Simon Batley Jackaman.
Rawlins, Leonard Irvine Butlin.—Frederick Richard Thomas.
Robinson, James.—William Kennett.
Rowe, Joshua Brooking.—Herbert Mends Gibson.
Rowland, Frederick Browne.—William Rowland; Henry Richards.
Russell, Henry.—Alfred Russell; Edward Lawrance.
Savage, Arthur William.—George Wilde.
Sayce, James.—Cornelius Lloyd.
Serjeant, Frederick Robert.—John Serjeant.
Shakespeare, William.—George Garland; Henry Plunkett.
Shiers, James.—Ben Nichols; John Henry Kays.
Skurray, Thomas, Jun.—Thomas Skurray; Thomas W. Gibbs.
Spanton, Alfred.—Coulton and Beloe.
Squire, Dennis Brown.—William Worship; Henry Palmer.
Stokes, Joseph.—Edward Marcus Warmington.
Stubbs, Edward.—John Latham.
Stubbs, John Richard.—William Hirst.
Sturges, Decimus, B.A.—Young, Vallings, and Jones.
Summerlin, Thomas Hopkins.—Feake; Sanford.
Swinburne, Thomas.—Joseph Willis Swinburne.
Talbot, William Henry.—William Talbot; Philip Henry Lawrence.
Tanner, William Benford.—John Tanner.
Taunton, John Bird, LL.B.—John Henry Bolton.
Taylor, James Henry.—Thomas Taylor; Adam Fox.
Taylor, Rowland.—John Taylor.
Tombs, Edward John.—John Chubb; Richard Mullings.
Tomlinson, William Urwick.—William Urwick.
Trimmer, George Bradley.—Baker Smith.
Voules, Charles Henry.—Benjamin Wilson; Henry Edmund Voules.
Walford, John Berry.—Baker John Gabb.
Webb, John.—Alexander Simcox; William Flux; William Savage Poole.
Webster, Thomas.—Thomas Toulmin.
Wheatley, Frederick.—Edward Woolford James.
Wilson, John William.—James Parker.
Wilson, William Richardson.—Joseph Unwin Harwood; Hugh Shield.
Winstanley, James.—Robert Slaney.
Zimmermann, Edward.—John Evans.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

EASTER TERM, 1860.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

GEORGE PETER ALLEN, aged 25, who served his clerkship to Messrs. Lawford, of Drapers' Hall, London; and Messrs. Lawford and Waterhouse, of Drapers' Hall, London.

WILLETT RAM, aged 21, who served his clerkship to Mr. Simon Batley Jackaman, of Ipswich; and Messrs. Aldridge and Bromley, of Gray's Inn, London.

HENRY HANDSON, aged 21, who served his clerkship to Mr. John Dabbs, of Stamford; and Messrs. Parker, Rooke, and Parkers, of Bedford Row, London.

JOSHUA TOVELL BEARD, aged 21, who served his clerkship to Messrs. Newman & Harper, of Hadleigh; and Messrs. Cree & Last, of Gray's Inn, London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Allen, the prize of the Honourable Society of Clifford's Inn.

To Mr. Ram, one of the prizes of the Incorporated Law Society.

To Mr. Handson, one of the prizes of the Incorporated Law Society.

To Mr. Beard, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, whose names (with the exception of that of Mr. Mayhew, whom the examiners think deserving of especial notice) are placed in alphabetical order, passed examinations which entitle them to commendation:—

WALTER MAYHEW, aged 21, who served his clerkship to Mr. John Mayhew, of Wigan.

NICHOLAS BROOKING, aged 22, who served his clerkship to Mr. Robert Francis, of Newton Bushel, Devon; and Messrs. Church, of Bedford-row, London.

GEORGE ALFRED DANIEL, aged 21, who served his clerkship to Mr. Wilson Clement Cruttwell, of Frome; and Messrs. Church, Langdale, and Prior, of Southampton-buildings, London.

BENJAMIN DOWSON, aged 23, who served his clerkship to Messrs. Enfield, of Nottingham; and Messrs. Sharpe, Field, and Jackson, of Bedford Row; and Messrs. Field and Roscoe, of Lincoln's-inn-fields, London.

JOHN SAMUEL BEDFORD GLASIER, aged 21, who served his clerkship to Mr. John Thomas Tweed, of Lincoln; and Mr. George Tash Tweed, of Lincoln's-inn-fields; and Messrs. Jones, of Millman-place, London.

WILLIAM SEPTIMUS HARDING, aged 22, who served his clerkship to Messrs. Ryland and Martineau, of Birmingham; and Messrs. Sharpe, Jackson, and Parker, of Bedford Row, London.

HENRY HOUSEMAN, aged 23, who served his clerkship to Messrs. Tylee, of Essex-street, London.

JOHN GRIFFITH JONES, aged 21, who served his clerkship to Mr. Richard James, of Llanrwst; and Messrs. Hawkins, Bloxham, and Hawkins, of New Boswell Court, London.

JOHN WILLIAM MIDDLETON, aged 21, who served his clerkship to Mr. William Middleton, of Leeds.

HENRY LEIGH PEMBERTON, aged 24, who served his clerkship to Messrs. Pemberton and Meynell, of Whitehall Place, London.

HENRY RUSSELL, aged 21, who served his clerkship to Mr. Alfred Russell, of Dartford; and Messrs. Lawrance, Plews, and Boyer, of Old Jewry Chambers, London.

DENNIS BROWN SQUIRE, aged 24, who served his clerkship to Mr. William Worship, of Yarmouth; and Mr. Henry Palmer, of Yarmouth; and Messrs. Sudlow, Torr, Janeway, and Tagart, of Bedford Row, London.

WILLIAM BENFORD TANNER, aged 23, who served his clerkship to Mr. John Tanner, of Speenhamland, Berkshire, and Messrs. P. and W. B. Nelson, of Essex-street, London.

JOHN BIRD TAUNTON, LL.B., aged 22, who served his clerkship to Messrs. Bolton and Filder, of Lincoln's-inn, London.

JAMES HENRY TAYLOR, aged 22, who served his clerkship to Mr. Thomas Taylor, of Manchester; and Mr. Adam Fox, of Manchester.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit, if he had been under the age of 26:—

CHARLES JOSEPH ELDRED, aged 35, who served his clerkship to Mr. John Thomas Grover, of Great James-street, London.

The number of candidates examined in this term was 117; of these, 110 were passed, and seven postponed.

By order of the Council.

ROBERT MAUGHAM, Secretary.

Law Society's Hall, May 10, 1860.

On Thursday, the Inns of Court Volunteer Rifles marched to Sheen-common and Richmond; and, notwithstanding the exceedingly inauspicious morning, a steady mild rain falling till about twelve o'clock, each company mustered very strong on parade in front of King's Bench-walk, in review order, at a quarter past twelve, p.m., under the command of the gallant colonel of the regiment, Colonel Brewster. At half-past twelve o'clock about 300 men mustered, and, each company having been proved, formed four deep and marched over Blackfriars-bridge to the Waterloo station. Some little delay here occurred in obtaining adequate accommodation in railway carriages, and each gentleman, having paid first-class fare, was at length accommodated with a seat in the lowest, narrowest, and worst constructed second-class carriages on any railway in England. There were, in fact, but two first-class carriages on the train. However, "the Devil's Own," as King George III. was pleased to christen the Temple corps of his time, made the best of this slight matter, and were in due time delivered safely at Mortlake station, where the band of a militia regiment was stationed to receive them. The several companies were then formed, and marched four deep to the butt on Sheen-common, where, after the words of command "Stand at ease; stand easy" had been given, each gentleman produced such slight refreshment as he had been able to stow away in his cartridge pouch, and made the best use possible of the ten minutes then allowed. The "ball bag" in many cases turned out excellent tobacco, and short pipes were rather in fashion. The several companies were again formed, and marched four deep to Richmond-park, where, notwithstanding the threatening aspect of the weather, a good many ladies and gentlemen, on horseback, on foot, and in carriages, were assembled to witness the review. The regiment here was formed into line, wheeled by subdivisions, extended in skirmishing order, run in on the supports, formed square, and was put through every military manœuvre by Colonel Brewster, Mr. E. L. Pemberton, of the Chancery bar, in the uniform of yeomanry corps, acting as his aide-de-camp, on horseback, and carrying the orders to the officers of the various companies. After advancing in skirmishing order on a crowd of ladies, somewhat to their alarm, the order was passed to run in and form square against cavalry. After this the companies were again formed four deep and marched through the park. The regiment then marched through Richmond, preceded by the band, the streets and windows of the houses being lined with spectators, to the railway station, where it is but right to say much better accommodation was provided for them on their return in railway carriages. On arriving at Waterloo station, at seven o'clock, the companies were again formed four deep, and marched to the Temple and dispersed. Notwithstanding the threatening appearance of the day, there was but little rain; and the march out was in every respect most satisfactory. The men had a most soldierlike and steady bearing, and went through the various evolutions through which they were put in a manner highly creditable to them. The popularity of Colonel Brewster among the members of the corps is unbounded. He is indefatigable in his work, and evidently understands it thoroughly. There is to be another field day next week.

On Saturday, the 5th inst., the newly-appointed Chief Justice of Ceylon, Sir E. S. Creasy, late Deputy-Assistant-Judge of the Middlesex Sessions, was entertained at dinner at the Ship Hotel, Greenwich, on the occasion of his appointment. About one hundred gentlemen were present, Mr. Serjeant Shee occupying the chair. Among those present were Mr. Justice Willes, Mr. Locke, Q.C., M.P., Mr. Bovill, Q.C., M.P., Mr. Serjeant Parry, Mr. Hawkins, Q.C., Mr. Serjeant Petersdorff, and most of the members of the Home Circuit. Letters of apology were received from Lord Chelmsford, Mr. Baron Channell, Mr. Baron Bramwell, and others.

Court Papers.

Queen's Bench.

SITTINGS at NISI PRIUS, in Middlesex and London, before the Right Hon. Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Trinity Term, 1860.

IN TERM.

Middlesex.			*London.*		
1st Sitting	Thursday	May 24	1st Sitting	Monday	May 28
2nd Sitting	Wednesday	„ 30	2nd Sitting	Monday	June 4
3rd Sitting	Wednesday	June 6			

For undefended causes only.

AFTER TERM.

Middlesex.		*London.*	
Wednesday	June 13	Monday	June 25

The Court will sit at 10 o'clock every day.

The Causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

NOTICE.

The Court will not sit at Nisi Prius on Wednesday, the 23rd May, 1860 (as stated in the Sittings Paper). No cause, therefore, will be tried until the following day, Thursday, 24th May, 1860.

Associate's Office, Exchequer of Pleas. By Order.

Order in Chancery.

May 2, 1860.

Whereas by the 5th of the Consolidated Orders of this Court, rule 6, it is provided that "the Lord Chancellor may from time to time, by special order, direct the offices to be closed on days other than those mentioned in the 1st rule of the said Order." And whereas Friday, the 18th day of May instant, has been appointed for the celebration of the anniversary of her Majesty's birthday, and such event has been heretofore observed as a general holiday in the several offices of this Court, I do therefore order that the several offices of this Court be closed on Friday, the 18th day of May instant, and that this order be entered and set up in the several offices of this Court. CAMPBELL, C.

Birth, Marriages, and Deaths.

BIRTH.

CASSON—On May 9, the wife of Henry Casson, Esq., Barrister-at-law, of twin daughters.

MARRIAGES.

GAINFORT—SHERWOOD—On May 4, Mr. Benjamin Gainfort, to Annette, youngest daughter of Richard Sherwood, Esq., Solicitor, of Dublin.

HIGSON—SEXTON—On May 1, Wm. George Higson, Esq., of Bolton, to Hannah Philomena, daughter of the late John Sexton, Esq., Solicitor.

LIDDLE—HASSELL—On March 13, at Sandhurst, Australia, Mr. James Liddle, son of Joseph Liddle, Esq., Solicitor before the Supreme Courts of Scotland, Edinburgh, to Annie M. Hassell, youngest daughter of James Hassell, Esq., late of Carshalton, Surrey.

MADAN—CROSBY—On March 27, at Demerara, William Madan, Esq., Captain H.M.'s 49th Regt., to Georgina Marian, third daughter of James Crosby, Esq., Barrister-at-law, and Immigration Agent General for the Colony of British Guiana.

MARTINEAU—KENRICK—On May 8, at the New Meeting House, Birmingham, by the Rev. James Martineau, Mr. Thomas Martineau, Solicitor, eldest son of Robert Martineau, Esq., of that town, to Emily, eldest daughter of Timothy Kenrick, Esq., of Maple Bank, Edgbaston.

ROYLE—BENNETTS—On April 11, William Royle, Esq., Solicitor, of Camden-grove, Kensington, to Emily Somerville, only surviving child of the late William Bennetts, Esq.

DEATHS.

GARNHAM—On May 5, Richard E. Garnham, Esq., of 55, Lincoln's-inn-fields, aged 36.

MASON—On May 3, aged 29, Charlotte Adelaide, the wife of Richard Mason, Esq., of Farnham, Solicitor.

NOBLE—On April 28, Wm. George Noble, Esq., Solicitor, of York.

SMITH—On May 8, James Smith, Esq., Solicitor, of Maidenhead, aged 63.

SWARBRECK—On May 4, Maria Teresa, the wife of Thomas Swarbreck, Esq., Solicitor, of Sowerby.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BIRCH, WALTER, Ensign in the East India Company's Service, and JONATHAN BIRCH, Esq., Upper Gower-street, deceased, £33 : 15 : 8 Consols.—Claimed by WALTER BIRCH, the survivor.

DARKE, JOHN THOMAS, Gent., Crookham, Berks, £2,923 : 9 : 7 Consols.—Claimed by JOHN THOMAS DARKE.

HODGES, FREDERICK DOWNER, Lieutenant 32nd Regiment of Foot, deceased, £150 New Three per Cent. Annuities.—Claimed by ELIZABETH EDMONDSTONE, wife of David Gordon Edmondstone, formerly Elizabeth Hodges, widow, the sole executrix.

YOUNG, GILBERT, Esq., London-street, Fenchurch-street, deceased, £225 Reduced Three per Cent. Annuities.—Claimed by the Right Hon. FOX, Baron Panmure, the surviving executor.

Heir at Law.

HUGHES, JOHN, son of Richard Hughes, of Badgeworth, Gloucester. Himself, or if dead, his children or representatives, to apply to Messrs. Whitcombe, Helps, & Co., Solicitors, Gloucester.

London Gazettes.

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *May* 8, 1860.

PHŒNIX LIFE ASSURANCE COMPANY.—V. C. Wood has appointed William Turquand, Accountant, of 16, Tokenhouse-yard, London, Official Manager of this Company.

LIMITED IN BANKRUPTCY.

BOROUGH OF MARYLEBONE GAS CONSUMERS COMPANY (LIMITED).—Petition to wind up, presented May 5, will be heard before Commissioner Holroyd, on 24th May, at 1.

FRIDAY, *May* 11, 1860.

UNLIMITED IN CHANCERY.

FAT WORKS AND WHEAL VIRTUE MINING COMPANY.—V. C. Wood will on April 27, make a call of 12s. per share on all contributories, to be paid on or before May 21, at 12, to William Turquand, Official Manager, 16, Tokenhouse-yard, London.

PADIHAM COTTON LEAGUE COMPANY.—V. C. Kindersley will, on May 4, make a call of £5 per share on such of the contributories as have not compromised their liability, and been released from further liability, to be paid on June 6, at 12, to G. H. Jay, Official Manager, 3, Moorgate-street, London; or A. L. Calman, Padiham, Lancaster.

PHŒNIX LIFE ASSURANCE COMPANY.—V. C. Wood has appointed William Turquand Official Manager of this Company, 16, Tokenhouse-yard, London, April 28.

TREVALGA SLATE COMPANY.—Creditors to prove their debts before V. C. Wood.

LIMITED IN BANKRUPTCY.

MARYLEBONE GAS CONSUMERS' COMPANY (LIMITED).—Petition to Wind-up presented May 9, will be heard before Commissioner Holroyd, on May 24, at 1.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *May* 8, 1860.

BRIDGER, JAMES, Yeoman, Bramshott, Southampton (who died on March 24, 1859). Aibery, Solicitor, Midhurst, Sussex. June 11.

BROWN, THOMAS MASKELL, Gent., Turkey-street, Enfield, Middlesex (who died on or about April 2, 1860). Hammond, Solicitor, 16, Furnival's-inn, London. July 8.

HELLIER, THOMAS, Gent., Bridgwater, Somersetshire (who died on July 23, 1858). Smith, Solicitor, Bridgwater. June 24.

MAKIN, ROBERT, Tea & Coffee Merchant, Liverpool (who died on or about April 9, 1858). Teebay, Solicitor, 10, Sweeting-street, Castle-street, Liverpool. June 8.

OWEN, EDWARD PUGH, JUN., Gent., Park-side, Ruabon, Denbighshire (who died on or about May 13, 1855). Holt & Son, Solicitors, Horbury, near Wakefield. July 5.

PALMER, EDMUND SEYMOUR, Gent., formerly of Leicester, and late of the city of Brooklyn, United States of America (who died on March 8, 1859). Stretton, Solicitor, Belvoir-street, Leicester. July 1.

TOONE, WILLIAM WENTWORTH, Gent., Lathcote Grange, Braithwell, Yorkshire (who died on Jan. 26, 1860). Nicholson & Saunders, Solicitors, Wath, near Rotherham. Nov. 1.

VAUGHAN, HENRY, Gent., 2, Gray's-inn-square, Middlesex (who died on or about Feb. 16, 1860). Hammond, Solicitor, 16, Furnival's-inn, London. July 8.

FRIDAY, *May* 11, 1860.

BARKER, ANN, Widow, Stockton, Durham (who died on March 31). J. Dodds, Solicitor, Stockton. June 30.

DICKENSON, FRANCES, Spinster, 17, Thurloe-place, Brompton, Middlesex (who died on March 29). R. Hodgson, Solicitor, 10, Salisbury-street, Strand. Aug. 12.

JOY, ROBERT, Coal Merchant, Leeds, Yorkshire (who died intestate on March 4). Butler & Smith, Solicitors, Leeds. June 5.

LOWES, GEORGE, Wine and Spirit Broker, 4, Conduit-vale, Blackheath, Kent, formerly of the Commercial Sale Rooms, Mincing-lane, London (who died on April 2, 1860). Park & Nelson, Solicitors, 11, Essex-street, Strand, London. July 1.

MATTHEWS, CATHERINE, Spinster, St. Margaret's-bank, St. Margaret, Rochester, Kent (who died on Jan. 24, 1860). Acworth & Son, Solicitors, Rochester. May 20.

SUMNERS, GEORGE, sen., Boot & Shoe Maker, Liverpool, and also of Chester (who died on or about Dec. 20, 1859). J. & W. Morecroft, Solicitors, 6, Clayton-square, Liverpool. July 10.

WINTER, GEORGE, Iron Merchant, 1, Bank-end, 8, Bankside, Southwark, Surrey, and Peckham-road, Surrey (who died on Nov. 24, 1858). Lindsay & Mason, Solicitors, 84, Basinghall-street, London. June 30.

YATES, OLIVE, Widow, 118, Western-road, Brighton (who died on April 14, 1860). E. Nailer, Spinster, 63, Preston-street, Brighton; C. F. Yates, Executors, 9, Provost-road, Haverstock-hill, London. August 25.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *May* 8, 1860.

ALBEMARLE, AUGUSTUS FREDERICK, Earl of (who died in or about March, 1851). Lee *v.* The Right Hon. George Thomas, Earl of Albemarle, M.R. June 7.

CHAMBERLAIN, CHARLES, Gent., Birmingham (who died in or about Oct., 1850). Jones *v.* Gloster & Others, V. C. Kinderaley. June 2.

CHAPMAN, JOHN, Wine & Spirit Merchant, Rhyl, Rhuddlan, Flintshire (who died in or about July, 1857). Baty & Another *v.* Chapman, V.C. Wood. May 29.

DAVIES, THOMAS ROTHERY, Gent., Chepstow, Monmouthshire (who died on or about Feb. 15, 1844). Davies *v.* Davies, M.R. June 1.

FRANCE, THOMAS, Timber Merchant & Wharfinger, 20, Bridge-wharf, Paddington, Middlesex (who died on Aug. 22, 1854). Collins & Another *v.* France & Others, M.R. June 5.

GALLEMORE, JOHN, Calico Printer, Cross-street, Aston-upon-Mersey, Chester, and of Ardwick, Manchester (who died on Feb. 27, 1843), and JOHN EARLE GALLEMORE, Calico Printer, Ardwick (who died on Dec. 7, 1851). Gallemore & Others *v.* Hodgson & Others, V.C. Stuart. June 4.

HARWARD, CHARLES, Esq., formerly of Hayne House, Plymtree, and late of Tiverton, Devonshire (who died on or about July 19, 1859), Melhuish *v.* Harward, V. C. Stuart. June 11.

MARSHALL, CHARLES, Builder, late of Maldon-road, Kentish Town, and of 3, Upper Newberry-place, Haverstock-hill, Middlesex (who died in or about Dec., 1859). Marshall *v.* Marshall, Syer *v.* Marshall, M. R. June 6.

MARTINS, JOHN, Cattle Dealer, Tottenham, Middlesex (who died on or about Sept. 28, 1858). Gasson *v.* Martins, M. R. June 6.

MEALL, LOUIS ALFRED, Printer, Bookseller, & Stationer, Great Yarmouth, Norfolk (who died on or about May 15, 1859). Tempe *v.* Costerton, M. R. May 30.

ROSBOTHAM, DANIEL, Boot & Shoe Maker, Rainforth, Lancashire (who died in or about March, 1858). Sherlock *v.* Rosbotham & Others, V.C. Stuart. June 14.

ROWLAND, CHARLES, Gent., Salford, Lancashire (who died in or about Jan., 1829). Smith *v.* Lomas, V. C. Wood. May 31.

SIMMONS, ELIZABETH, Widow, Handsworth, Staffordshire (who died in or about Sept. 1836). Webster *v.* Dean & Others, V. C. Wood. May 22.

FRIDAY, *May* 11, 1860.

CHISWELL, RICHARD MUILMAN TRENCH, & HENRY NANTES, Merchants, Warnford-court, Throgmorton-street. Gray *v.* Chiswell, M. R. June 15.

DAVIES, WILLIAM, Tavern Keeper, late of the Auction Mart Tavern, London, and of 6, Albert-road, Sydenham, Kent (who died in or about Aug. 1859). Butler & Others *v.* Withers & Others, V. C. Wood. May 24.

HOLDEN, ELIZABETH, Widow, Brighton (who died in or about Nov. 1859). Holden *v.* Stanford & Another, V. C. Stuart. June 11.

HOLDEN, GEORGE, Esq., Brighton (who died in or about Feb. 1837). Holden *v.* Holden & Others, V. C. Stuart. June 11.

LOVEGROVE, ALFRED HOBBS, Farmer, Buck Farm, White Waltham, Berks (who died in or about Sept. 1856). Weeks *v.* Ward & Others, M. R. June 7.

PICKARD, WILLIAM, Carpenter, Grewelthorpe, Yorkshire (who died on or about September 13, 1859). Auton *v.* Pickard and others, V. C. Stuart, June 14.

THOMPSON, ALEXANDER SAMUEL JOSEPH FERDINAND, Paris (who died on or about 1835). Thompson *v.* Thompson, V. C. Wood. June 4.

WELLS, NATHANIEL, Esq., Piercefield and afterwards of Bath, Somersetshire (who died on or about May 13, 1852). Earle *v.* Wells and others, V. C. Wood. May 18.

Assignments for Benefit of Creditors.

TUESDAY, *May* 8, 1860.

BANKS, JAMES, Ironfounder & Iron Merchant, Liverpool. May 2. *Trustees*, H. Banner, and H. W. Banner, Accountants, Liverpool. *Sol.* Banner, 24, North John-street, Liverpool.

BRACKSTONE, GEORGE WILLIAM, Grocer, Clifton, Bristol. April 27. *Trustees*, W. Folglase, Wholesale Grocer, Bristol; J. P. Grace, Tallow Chandler, Bristol. *Sols.* J. & H. Livett, Albion-chambers, Bristol.

CASTLE, LAURENCE WILLIAM, Grocer & Tea Dealer, 17, Regent-place, Clifton, Bristol. April 23. *Trustees*, J. Eyre, Tea Dealer, Bristol; H. G. Gardner, Wholesale Grocer, Bristol. *Sols.* King & Plummer, 5, Exchange-buildings East, Bristol.

STARK, HUMPHREY, Boot & Shoe Maker, Reading, Berks. May 3. *Trustees*, G. G. Gilligan, Currier & Leather Cutter, Reading; C. Pidgeon, Oil & Colourman, Reading. *Sol.* Neale, 13, Friar-street, Reading.

SUFFELL, WILLIAM, Draper, 86, Upper-street, Islington, Middlesex. April 27. *Trustees*, E. Griffin, Warehouseman, 28, Basinghall-street, London; C. Rimmer, Warehouseman, Blackfriars-road, Surrey. *Sols.* Sole & Turner, 68, Aldermanbury, London.

SWANWICK, GEORGE, Lace Manufacturer, Nottingham. April 30. *Trustees*, J. Place, Bankers' Clerk, Nottingham; H. Johnson, Silk Merchant, Nottingham. *Sol.* Hunt, Nottingham.

WARD, HENRY, Surgeon & Apothecary, Atherstone, Warwickshire. May 1. *Trustees*, T. Smith, Maltster & Cornfactor, Over Whitacre, Warwickshire; W. Haddon, Builder, Merevale, Warwickshire. *Sols.* Power & Pilgrim, Atherstone.

WELLS, THOMAS, Grocer & Draper, Castle Camps, Cambridge. May 2. *Trustee*, T. D. Green, Grocer & Draper, Saffron Walden, Essex. *Sol.* Jackson, Haverhill, Suffolk.

WIGFULL, ROBERT, Corn Factor, Sheffield. May 1. *Trustees*, J. Rickett, Miller, Sheffield; G. Furness, Cheese Factor, Sheffield. *Sol.* Unwin, 42, Queen-street, Sheffield.

WILLIAMS, ROBERT, Builder, 78, Park-road, Toxteth-park, Liverpool, Lancashire. April 4. *Trustees*, J. Harrison, Ironmonger, 4, Stanhope-street, Liverpool; G. Lynch, Timber Merchant, Lancashire. *Sols.* Owen & Mence, 7, Clayton-square, Liverpool.

FRIDAY, *May* 11, 1860.

DIXON, GEORGE, & CHARLES JAMES ADCOCK, Coach Lace Manufacturers & Carpet Dealers, Aldersgate-street, London, and Coventry. April 19. *Trustees*, J. Brinton, Carpet Manufacturer, Kidderminster; B. Peake, Trimming Manufacturer, Coventry. *Sol.* Bird, 37, Guildford-street, London.

JOHNSTON, JAMES, Draper & Tea Dealer, Marlborough, Wilts. April 28. *Trustee*, L. Hanlon, Tea Dealer & Draper, Marlborough. *Sol.* Holloway, Pewsey, Wilts.

REMER, HENRY, Ironmonger, Grange-lane, Birkenhead. April 18. *Trustee*, F. Elliott, Accountant, North John-street, Liverpool. *Sol.* Breminer, 4, South John-street, Liverpool.

SMALLBONES, JONATHAN, Farmer & Millwright, Coombe, Enford, Wilts. May 2. *Trustees*, L. H. Wood, Marlborough, Wilts; G. S. Ruddale, Farmer, Bishop's Cannings, Wilts; T. Pinniger, Timber Merchant, Honey-street, Woodborough, Wilts. *Sols.* Dixon & Macdonald, Pewsey

SPRING, WILLIAM HENRY, Baker & Confectioner, Wind-street, Swansea, Glamorganshire. March 30. *Trustee*, J. Gregory, Wine and Spirit Merchant, Wine-street, Swansea. *Sol.* Goodere, Swansea.

Bankrupts.

TUESDAY, *May* 8, 1860.

ALLEN, VINCENT, Draper, Newport, Monmouthshire. *Com.* Hill: May 22, and June 19, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Pain, Newport, Monmouthshire; Bevan, Girling, & Press, Small-street, Bristol. *Pet.* May 4.

BEALE, JOHN SAMUEL, Surgeon & Apothecary, 17, Paddington-green, Middlesex. *Com.* Holroyd: May 22, at 2.30; and June 19, at 1; Basinghall-street. *Off. Ass.* Lee. *Sol.* Gover, 33, Old Jewry, London. *Pet.* May 4.

BELL, JOSEPH, Shipwright & Boat Builder, Liverpool. *Com.* Perry: May 18, and June 11, at 11; Liverpool. *Off. Ass.* Cazenove. *Sols.* Neal & Martin, Orange-court, Castle-street, Liverpool. *Pet.* May 7.

DRAKE, GEORGE, Jeweller & Dealer in Watches & Clocks, 17, Eversholt-street, Camden Town, Middlesex. *Com.* Fonblanque: May 18, at 11; and June 13, at 1.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Rivolta, 10, Montague-street, Russell-square. *Pet.* May 5.

JONES, EDMUND, Hosier, late of 135, Fenchurch-street, London, and Forden Cottage, East Dulwich, Surrey, and now of 1, Woodbine Villas, Bridge-road West, Battersea, Middlesex. *Com.* Fane: May 18, and June 15, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Thompson & Son, 60, Cornhill. *Pet.* May 4.

MILLER, FREDERICK, Lead & Glass Merchant, 11, Poland-street, Oxford-street, Middlesex. *Com.* Holroyd: May 22, at 2; and June 19, at 12; Basinghall-street. *Off. Ass.* Lee. *Sol.* Edmunds, 11, St. Bride's-avenue, Fleet-street, London. *Pet.* May 4.

MILLS, THOMAS, Chemist & Druggist, Ashton-under-Lyne. *Com.* Jemmett: May 24, and June 14, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Lovett & Beckitt, Manchester. *Pet.* April 30.

NEWNS, JOHN, & JOHN HAMPTON WILKINSON, Drapers, Wolverhampton. *Com.* Sanders: May 24, and June 14, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Reed, 3, Gresham-street, London; James & Knight, Birmingham. *Pet.* April 20.

PALMER, JAMES, Ironmonger, Gloucester. *Com.* Hill: May 22, and June 19, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Wilkes, Gloucester. *Pet.* May 4.

SMITH, JAMES, Grocer & Provision Merchant, Fareham, Hants. *Com.* Fonblanque: May 18, at 12; and June 13, at 12.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Low, 65, Chancery-lane, London. *Pet.* May 7.

WILSON, JOHN, Ship Owner, John-street, Sunderland. *Com.* Fonblanque: May 16, at 11; and June 13, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Linklaters & Hackwood, 7, Walbrook, London. *Pet.* April 27.

FRIDAY, *May* 11, 1860.

DAWSON, CHARLES, Dealer in China & Earthenware, Wisbeach, St. Peter, Cambridge. *Com.* Evans: May 21, at 12, and June 21, at 1; Basinghall-street. *Off. Ass.* Bell. *Sols.* Abbott, Jenkins, & Abbott, 8, New-inn, Strand. *Pet.* May 9.

FOX, JOEL, Furrier, Gentleman's-walk, Norwich. *Com.* Fonblanque, May 23, at 1.30, and June 20, at 12.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury, London. *Pet.* May 9.

HELLINGS, JAMES, Cowkeeper, 31, Edgeware-road, Paddington, Middlesex. *Com.* Fane: May 25, at 11.30, and June 22, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Field, 40, Ely-place, Holborn. *Pet.* May 4.

JONES, EDMUND, Hosier, 135, Fenchurch-street, London, and Forden Cottage, East Dulwich, Surrey, and now of 1 Woodbine Villas, Bridge-road West, Battersea, Surrey. *Com.* Fane: May 18, and June 15, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Thomson & Son, 60, Cornhill, London. *Pet.* May 4.

LEE, THOMAS, Merchant, 6, George-yard, Lombard-street, London, and 1, Edmund-street, Birmingham. *Com.* Evans: May 24, and June 21, at 2; Basinghall-street. *Off. Ass.* Johnson. *Sols.* Lawrance, Plews, & Boyer, Old Jewry-chambers. *Pet.* May 10.

MORSHOUSE, JONATHAN, Jun., Woollen Cloth Manufacturer, & Merchant, Dobroyd Mills, New Mill, near Huddersfield. *Com.* West: May 25, and June 22, at 11; Leeds. *Off. Ass.* Young. *Sols.* Hesp & Owen, Huddersfield, or Bond & Barwick, Leeds. *Pet.* May 2.

NEWLAND, HENRY, Miller, Newcastle-under-Lyne. *Com.* Sanders: May 23, and June 13, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Litchfield, Newcastle-under-Lyne. *Pet.* May 8.

PARNELL, JOHN, Linen Draper, Hosier, & Haberdasher, 211, Oxford-street, Middlesex. *Com.* Holroyd: May 24, at 2.30, and June 19, at 2; Basinghall-street. *Off. Ass.* Lee. *Sol.* Devonshire, 8, Old Jewry, London. *Pet.* April 11.

PONTEOUS, WILLIAM, Linen Draper & Hatter, 5, Bond-street, Brighton. *Com.* Fane: May 24, at 1.30, and June 22, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* J. & J. H. Linklaters & Hackwood, 7, Walbrook, London; or Lamb, Brighton. *Pet.* May 11.

POWNCEBY, HENRY, Printer, 43, Leman-street, Whitechapel, Middlesex. *Com.* Fonblanque: May 18, at 1, and June 20, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Harrison & Lewis, 6, Old Jewry, London. *Pet.* May 8.

RAY, WILLIAM, Shipowner, formerly of 2, Chesterford-terrace, Saint Thomas's-square, Hackney, Middlesex, and afterwards of 3, Normanterrace, Wellington-road, Stockwell, Surrey. *Com.* Fonblanque: May 18, at 11.30, & June 20, at 1; Basinghall-street. *Off. Ass.* Graham. *Sol.* Redpath, 27, Walbrook, London. *Pet.* May 5.

RICHARDSON, THOMAS 'CHARLTON, Druggist, West Auckland, Durham. *Com.* Ellison: May 22, at 11.30, & July 4, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Harle & Co., 20, Southampton-buildings, Chancery-lane, London, & Newcastle-upon-Tyne. *Pet.* May 9.

SHERREN, EDWARD RICHARD, Builder, 6, Richmond-villas, Westbourne-grove North, Bayswater, Middlesex. *Com.* Holroyd: May 24, at 2, & June 19, at 2.30, Basinghall-street. *Off. Ass.* Edwards. *Sol.* Daniel, 8, Lancaster-place, Strand, London. *Pet.* May 8.

STANBRIDGE, CHARLES, Merchant and Agent, 45, Cheapside, London. *Com.* Fane: May 25, at 12; and June 22, at 11.30; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Lumley & Lumley, 41, Ludgate-street, London. *Pet.* April 4.

STURLEY, THOMAS, Licensed Victualler & Coal Merchant, Harbury, Southam, Warwickshire. *Com.* Sanders: May 25, and June 15, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham, or Wallington & Wright, Leamington. *Pet.* May 8.

WRIGHT, SAMUEL, Hotel and Tavern Keeper, Manchester. *Com.* Jemmett: June 6 & 27, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Higson & Robinson, 44, Cross-street, Manchester. *Pet.* May 4.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *May* 8, 1860.

FENN, SAMUEL, & JOSEPH FENN, Woollen Drapers, Birmingham. June 8, at 11; Birmingham.—JEWELL, GEORGE SMITH, Builder & Contractor, Willow-walk, Bermondsey, Surrey, and of 266, Albany-road, Camberwell, Surrey. May 29, at 1; Basinghall-street.—KEATING, THOMAS, Druggist, 79, St. Paul's-churchyard, London. June 1, at 11; Basinghall-street.—LOWE, WILLIAM ROBINSON, Manufacturing Chemist & Druggist, Wolverhampton. June 8, at 11; Birmingham.—MARGETTS, STEPHEN, Licensed Victualler, Birmingham. June 8, at 11; Birmingham.—MORISON, JAMES, & LARS OSCAR ABELIN, Ship Chandlers, Liverpool (Morison & Abelin). May 31, at 11; Liverpool. Same time, sep. est. of LARS OSCAR ABELIN.—PEARCE, JOHN, Draper, Holborn-hill, Middlesex. June 7, at 12; Basinghall-street.—STREDMAN, JAMES, Pianoforte Manufacturer, 119, Albany-street, Regent's-park, Middlesex. May 31, at 11; Basinghall-street.—STUART, HENRY, & RICHARD KENNETT, Tailors, 17, Cork-street, Burlington-gardens, Middlesex. May 29, at 12; Basinghall-street.—WHITE, WILLIAM, Miller, New Crane Mill, Shadwell, Middlesex. May 29, at 1; Basinghall-street.

FRIDAY, *May* 11, 1860.

EYRE, JOSHUA, Grocer, Sheffield. June 2, at 10; Sheffield.—GIFFORD, SHREWSBURY, Corn & Coal Dealer, Newport, Essex. June 5, at 12; Basinghall-street.—GURNEY, JOSIAH RANDALL, Farmer, Horse, & Cattle Dealer, Chalfort, Saint Giles, Buckinghamshire. June 8, at 11.30; Basinghall-street.—HARDING, EDWARD PHILIP, Hosier, Gravesend, Kent. June 2, at 12.30; Basinghall-street.—HAWES, PHILIP, Brickmaker, Kinson Lodge, Poole, Dorsetshire. May 23, at 1; Exeter.—HIGGINS, WILLIAM, & THOMAS HIGGINS, Hosiers & Glovers, Old Bond-street, Middlesex (Higgins & Son.) June 7, at 11; Basinghall-street.—HIND, MATTHEW, Grocer & Provision Dealer, Durham. June 6, at 11.30; Newcastle-upon-Tyne.—KERNOR, GRACE, & SOPHIA BAILLIE, Milliners & Straw Bonnet Makers (Keenor & Baillie), Exeter. May 23, at 1; Exeter.—LANCEY, JOHN, Linen Draper, Barnstaple, Devonshire. May 23, at 1; Exeter.—MELLING, JAMES, & ROBERT CARR, Glass Manufacturers, Attercliffe-cum-Darnall, Yorkshire. June 2, at 10; Sheffield.—STEPHENS, HENRY, Innkeeper, Honiton Inn, Paris-street, Exeter. May 23, at 1: Exeter.—TAYLOR, JOHN, Auctioneer, Sheffield. June 2, at 10; Sheffield.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 8, 1860.

BALL, JOSEPH CHARLES, Miller, Salisbury. May 31, at 11; Basinghall-street.—BEVAN, RICHARD, Wine Merchant, Liverpool. May 30, at 12; Liverpool.—ELTOFT, GEORGE, Draper & Outfitter, Bradford. June 4, at 11; Leeds.—GOLDSMITH, KEMP, Miller, Sutton, near Ely, Cambridge, May 29, at 1; Liverpool.—GRAVES, JOHN WILLIAM, Chemist & Druggist, Birkenhead. May 30, at 12; Liverpool.—HEATHER, JAMES, Builder, Walton-road, East Moulsey, Surrey. May 29, at 12; Basinghall-street.—HENDERSON, JAMES, Draper, Nottingham. June 5, at 11; Nottingham.—HOBBS, HENRY, Common Brewer and Agent for the sale of Wine on Commission, Weburn, Buckinghamshire. May 30, at 2; Basing-

hall-street.—LILLY, DEODATUS RICHARD, Coach Builder, King Edward's-road, Birmingham. June 1, at 11; Birmingham.—M'CLURE, JAMES, General Merchant, Manchester. June 6, at 12; Manchester.—POOK, WILLIAM, Grocer & Tea Dealer, New Bridge-street, Exeter. May 30, at 12; Exeter.—ROTHWELL, WILLIAM, Boarding-house Keeper & Schoolmaster, Enfield Highway, Middlesex. May 30, at 1; Basinghall-street.—STYLES, JOHN, Waterman, Lighterman, & Coal Merchant, Putney, Surrey. May 29, at 2; Basinghall-street.—WARBURTON, JOHN SLACK, & WILLIAM STEVENSON, Timber Merchants, Joiners, & Builders, Manchester (Warburton & Stevenson). June 6, at 12; Manchester.—WATTS, HENRY, Draper, Parade, Northampton. May 30, at 12; Basinghall-street.—WOOTTON, ABRAHAM, Timber Merchant, Bloxwich, Walsall, Staffordshire. June 8, at 11; Birmingham.

FRIDAY, *May* 11, 1860.

BARNASCHINA, ANTHONY, General Dealer, 16, New-road, Gravesend, Kent. June 4, at 12.30; Basinghall-street.—BOUCHER, JOHN, Dealer in Timber, Blackwell, Derbyshire. June 2, at 10; Sheffield.—CROOKS, GEORGE, Grocer, Leeds. June 1, at 11; Leeds.—JOHNSON, STEPHEN ADOLPHUS, Commission Agent, 9, Broad-street-buildings, London. June 1, at 11; Basinghall-street.—KERSHAW, JOSEPH, & WILLIAM GEORGE KERSHAW, Stone Masons, Bricklayers, & Builders, Wakefield. June 1, at 11; Leeds.—KNIGHT, WILLIAM HENRY, Watch Tool Dealer, & Watch Cap & Index Maker, 13, Powell-street, King-square, St. Luke's, Middlesex. June 8, at 12; Basinghall-street.—LILLEY, THOMAS, Merchant Tailor, North Shields. June 6, at 12; Newcastle-upon-Tyne.—LOFTHOUSE, THOMAS, Coal Dealer, Sheffield. June 2, at 10; Sheffield.—LOWE, JOHN, Printer & Publisher of the *Cheltenham Chronicle*, Cheltenham. June 11, at 11; Bristol.—MELLING, JAMES, & ROBERT CARR, Glass Manufacturers, Attercliffe-cum-Darnall, Yorkshire. June 2, at 10; Sheffield.—PERKINS, JOHN, Haberdasher & General Merchant, Oakham, Rutlandshire. June 5, at 2.30; Basinghall-street.—READ, GEORGE, Cattle Dealer, Portsmouth, and of Southampton. June 1, at 1.30; Basinghall-street.—RICHMOND, JOSEPH, Cornfactor, Bradway, Norton, Derbyshire. June 2, at 10; Sheffield.—STEVENSON, Samuel, Dealer in Yarns, Leicester. June 5, at 11.30; Nottingham.—TIDBURY, CHARLES HOLLINGSWORTH, Wharfinger & Artificial Manure Manufacturer, Lavender Dock-wharf, Surrey, and of 11, Great James-street, Bedford-row, Middlesex. June 1, at 1; Basinghall-street.—WEBSTER, JOHN, Joiner & Builder, Wavertree, Liverpool. June 4, at 12; Liverpool.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 8, 1860.

ALCOCK, SAMUEL, & THOMAS ALCOCK, China & Earthenware Manufacturers, 89, Hatton-garden, Middlesex; and Burslem, Staffordshire (Samuel Alcock & Co.). May 1, 2nd class, after a suspension of six months.—ATHERLEY, JAMES, Apothecary, Mountsorrel, Leicestershire. May 1, 2nd class.—BROWN, THOMAS HENRY JOHNSON, Builder, 1, Scot's-yard, Bush-lane, Cannon-street, London, and Blythe-lane, Hammersmith, Middlesex. May 3, 2nd class.—CHAMBERLIN, JOHN, Wheelwright, 36, Rupert-street, Haymarket, Middlesex. May 3, 2nd class.—CHAPMAN, JOSEPH, China Dealer, Scarborough. April 30, 3rd class, after a suspension of six months.—DAFT, GEORGE, Lace Manufacturer, New Lenton, Nottinghamshire. May 1, 3rd class.—DURHAM, JOEL, Railway Contractor & Cattle Dealer, Wingland, near Sutton Bridge, Norfolk. May 2, 2nd class.—GIFFORD, SHREWSBURY, Corn & Coal Dealer, Newport, Essex. May 1, 2nd class.—GOODFELLOW, JOHN, Cabinet Maker, 23, Earl-street, Coventry. May 4, 3rd class.—GURNEY, THOMAS, & JOHN JACOBS, Tailors & Outfitters, Dover-place West, Dover-road, and Mount-place, Walworth-road, Surrey (Gurney & Jacobs). May 2, 3rd class, after having been suspended twelve months.—HYETT, EDWIN, Baker, Grocer, & Corn Dealer, Friar-street, Worcester. May 4, 3rd class.—MARKS, BEARON, & EDWARD SAMUEL FRANKLIN, Woollen Merchants & Cloth Cap Manufacturers, Birmingham. April 30, 3rd class, after a suspension of two years from Dec. 8, 1859.—SLATER, JOHN, Retail Brewer, Small Heath, Birmingham. May 4, 3rd class.—TIDSWELL, THOMAS, Lace Maker & Manufacturer, Nottingham. May 1, 3rd class, after a suspension of six months from March 13, 1860.—WILKINSON, GEORGE NOBLE, & HEZEKIAH ORVIS, Ship Brokers, Hartlepool, Durham (Wilkinson & Orvis). May 3, 3rd class, Hezekiah Orvis, subject to suspension until Sept. 3, 1860.—WILKINSON, GEORGE NOBLE, & HEZEKIAH ORVIS, Ship Brokers, Hartlepool, Durham (Wilkinson & Orvis). May 3, 3rd class, George Noble Wilkinson, subject to suspension until Nov. 3, 1860.

FRIDAY, *May* 11, 1860.

DAVIS, ABRAHAM, Commission Agent & Merchant, 5, Camden-terrace, Camden-town, Middlesex. May 4, 2nd class.—MYNN, WILLIAM, Manure & Hop Merchant, Queen's Head-yard, Borough, Surrey. April 30, 2nd class.—WESCOTT, RICHARD, Butcher & Cattle Dealer, 10, Whitley-crescent, Reading. May 4, 2nd class.

Scotch Sequestrations.

TUESDAY, *May* 8, 1860.

ANDERSON, HENRY, Apparatus Manufacturer, Rothesay, Bute, and a partner of the Company of Marr & Anderson, Renfield-street, Glasgow. May 11, at 12; Bute Arms-hotel, Rothesay. *Seq.* May 3.

DENHOLM, PATRICK DALMAHOY, lately Contractor, 9, Antigua-street, Edinburgh, now deceased. May 11, at 2; Dowell's & Lyon's-rooms, 18, George-street, Edinburgh. *Seq.* May 4.

HUTTON, JAMES, Accountant, 46, Moorgate-street, London, thereafter residing in Cumberland-street, Edinburgh, now residing in Dysart. May 10, at 2; Dowell's & Lyon's-rooms, 18, George-street, Edinburgh. *Seq.* May 2.

MOFFAT, WILLIAM, Butcher, Stobcross-street, Glasgow, formerly in Kirkgate, Leith, thereafter in Garscube-road, Glasgow (Walter C. Malcolm), and thereafter in Sauchiehall-street, Glasgow (Moffat & Malcolm), sole partner. May 16, at 12; Clarence-hotel, George-square, Glasgow. *Seq.* May 3.

STEVEN, ALEXANDER, & SON, Wine & Spirit Merchants, Glasgow, and ALEXANDER STEVEN, Wine & Spirit Merchant, Glasgow, sole partner. May 15, at 11; Faculty-hall, St. George's-place, Glasgow. *Seq* May 5.

TORRANCE, THOMAS, Surgeon, Airdrie. May 11, at 1; Royal-hotel, Airdrie. *Seq.* May 2.

WAITT & STEWART, Wholesale Stationers, Glasgow, and ANDREW JOHN WAITT & GEORGE STEWART, Wholesale Stationers, Glasgow, sole partners, and as individuals. May 15, at 12; Faculty of Procurators'-hall, St. George's-place, Glasgow. *Seq.* May 3.

FRIDAY, *May* 11, 1860.

FYFE, SAMUEL HOLBURN, Ship Chandler & Ship Painter, 62, Clyde-place, Glasgow. May 17, at 12; Procurators'-hall, St. George's-place, Glasgow. *Seq.* May 7.

GRANT, JOHN, Commission Agent, Orchard-field-place, Leith-walk, Edinburgh. May 16, at 12; Stevenson's-rooms, 4, St. Andrew-square, Edinburgh. *Seq.* May 4.

KEDDIE, ROBERT, Coalmaster & Engineer, Grange Colliery, Elie, and Kellie, Pittenweem, Fife. May 19, at 11; Tontine-hotel, Cupar, Fife. *Seq.* May 7.

LOTHIAN, WILLIAM, Ironmonger, Wishaw. May 19, at 3; Commercial-inn, (Clark's), Wishaw. *Seq.* May 5.

ROWAN, ALEXANDER, Engraver & Lithographer, Glasgow. May 22, at 12; Faculty-hall, St. George's-place, Glasgow. *Seq.* May 9.

We cannot notice any communication unless accompanied by the name and address of the writer.

**** Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, MAY 19, 1860.

CURRENT TOPICS.

We believe that a committee of the House of Commons will be named, on Monday next, to consider the policy of authorising the payment, out of the Consolidated Fund, of the salaries and compensations to persons appointed under or affected by the provisions of the present Bankruptcy Bill, should it become law; and of imposing a stamp duty on the order for vesting a bankrupt's copyhold or customary estate; and of authorising the collection of fees payable in cases of bankruptcy and insolvency, by means of stamps.

In a recent number (March 3, 1860) we inserted a communication calling attention to the very serious objections which had been made to the 16th section of the Joint Stock Banking Companies Act, 1857, and to the incomprehensible character of the 196th section of the proposed Companies Act, 1860, which appeared to be intended as a substitute for it. The Companies Act, 1860, has since been reprinted "as amended in committee;" and we are glad to observe that the section which called forth the remarks of our correspondent, and which in the *amended* Bill is numbered 209, has now assumed a form more consonant with good sense and good English than that of the corresponding section in the first edition of the Bill. The amended Bill is, in other respects, none the worse for the critical examination which the Bill, as it originally stood, received in this Journal and elsewhere.

Amongst the objectionable features of the Bill which are still retained, are the provisions relating to companies formed by guarantee, to scientific and charitable associations, and also to what is called constructive membership.

An active movement is going on among the graduates of the University of London in anticipation of the passing of Lord John Russell's Reform Bill, which proposes to give a representative to that learned body. We allude to the matter merely for the purpose of stating that a considerable number of the most distinguished and influential persons connected with the University are desirous to secure for it the high honour and great advantage of having for its first representative Sir John Romilly, the Master of the Rolls. His judicial office prevents him from any personal participation in the proceedings which have been adopted to secure his return. Indeed, we are not aware whether there is any intention on the part of his supporters to proceed to a poll in the event of any vigorous opposition, which, according to present appearances, is by no means unlikely. Two other gentlemen are already in the field, neither of whom, however, can be considered personally to be competent to compete with Sir John Romilly. One of them, Dr. Foster, is the agent of the Society for the Liberation of Religion from State Control. The other is Sir Charles Locock, one of her Majesty's physicians. Inasmuch as politics are altogether outside the province of this journal we shall abstain from any attempt to describe the political opinions of these gentlemen. But, apart from all such considerations — which should always be secondary in the case of the representatives of our universities—lawyers and the public generally have some interest in obtaining through such constituencies the services of men like Sir John Romilly. Indeed, the main argument adduced on behalf of the continuance of the Parliamentary franchise to these bodies is that they insure, or at all events that they afford a good chance for, the return to Parliament of a class of public men who would be prevented from entering into ordinary contested elections, but whose services nevertheless are invaluable to the State. It is supposed that a body of educated gentlemen will not require from candidates for their suffrages anything derogatory to even the highest judicial position, and that they will be less influenced by noisy and demagogic appeals or ordinary electioneering tactics, than less refined constituencies. We believe, however, that in the case of the London University, resort has already been had to the machinery and appliances ordinarily used in borough elections. But we are very much mistaken, if the *alumni* of our metropolitan university are to be carried away by such means. At all events, it is right that they should bear in mind, that any observable absence of activity on the part of the supporters of Sir John Romilly is easily accounted for by the character of his office and functions.

Apart from any consideration of the distinguished claims of Sir John Romilly on account of the unrivalled services of his illustrious father, we cannot avoid expressing our wish to see Sir John Romilly in Parliament. During the comparatively short time in which he sat there, he proved himself a worthy descendant of Sir Samuel Romilly in all that related to the amendment of our laws. His high and universally acknowledged reputation as a judge is wholly beside the present question, except so far as it bespeaks a profound and intimate acquaintance with one great branch of law, and its administration in this country, and so far affords a reason for expecting valuable services from its possessor, in relation to the numerous measures affecting the general policy of our law, which every session now produces. It is upon this ground alone that we remind those of our readers who will be among the new constituency that Sir John Romilly is named as the most eligible person to represent the University of London in the Reformed Parliament.

Sir Hugh Cairns has given notice of his intention to move, when the Law of Property Bill comes on again for consideration, a clause to the following effect, viz.:—reciting that whereas by the 3 & 4 Will. 4, c. 27, no action, &c., should be brought to recover any sum secured by mortgage judgment, &c., charged on land, or any legacy, but within twenty years next after a right to receive the same has accrued, unless part payment, or an acknowledgment in writing should be given or made, and then within twenty years after such payment or acknowledgment, and reciting that it is expedient that the said enactment should be extended to the case of claims to the estates of persons dying intestate; and enacting accordingly.

Owing to the provisions of the 4th section of 23 Vict. c. 15, a fresh form of affidavit for the Inland Revenue Office has been adopted in the Court of Probate, which it will henceforward be necessary to follow.

Mr. Pitt Taylor has addressed a letter to the *Times* in reference to Mr. Hatch's case, in which he advocates the abolition of the rule of law which prohibits persons indicted for criminal offences, and their wives, from giving evidence on oath.

SOME QUESTIONS OF INTERNATIONAL LAW.

The time appears to have come when the study of international law is an absolute necessity for our statesmen and jurists. A conversation upon the state of Naples, which took place in the House of Lords two months ago, afforded very convincing grounds for believing that the heads of some of our departments of State have very little notion of international questions of a legal character. It was once said, and has been often since repeated, that equity is the length of the Chancellor's foot. Recent revelations of the state of knowledge or ignorance of our highest ministerial functionaries, as to the principles of public and private international law, teach us that the question of peace or war in this country frequently depends upon the whim, or the misconception, or the uninformed opinion, of a foreign Minister, or a First Lord of the Admiralty. The question raised in the conversation to which we have referred, related to the duty of English naval officers whose ships were stationed in the Bay of Naples, in reference to Neapolitan subjects who claimed their protection upon the ground that they were exposed to personal danger. It appeared, by the statement which the Duke of Somerset then made, that no special instructions had been given to officers in command of ships; but he stated that the rule with regard to reception on board her Majesty's ships was not that protection should be afforded to persons flying from justice, or desiring to escape the sentence of a court of law; but that the British flag should "afford protection to any refugee flying from persecution in any country, on account of his political opinions, either by the tyranny of monarchs or the violence of mobs." The first Lord of the Admiralty in making this statement was under the disadvantage of having no recognised work of authority to which he might appeal in support of it; and assuming these instructions to be sent out to the Bay of Naples for the regulation of the proceedings of naval officers in the present crisis, or anywhere else in a similar crisis, it is obvious enough that under such a rule of conduct there would be the utmost risk that acts entirely opposed to international law and the comity of nations would take place. It is clear that it would be unsafe to make an Englishman's notion of the tyranny of monarchs the test of England's right, as a member of the confraternity of nations, to interfere with the execution of what purported to be, and what was *ex facie*, a formal and legal judgment of a constituted and authorised tribunal, in a country of which the person claiming protection was a subject. Even supposing the assumed rule to be restricted to political offences, the difficulty attending any attempt by display of superior external force to set aside the action of constituted authorities in any country is not diminished. Certainly the right would never be conceded in this country to foreigners to interfere with the action of our law even in cases of political offence. The rule, therefore, as stated by the Duke of Somerset, appears to require considerable modification. Perhaps that suggested at the time by Lord Derby would be sufficient for most purposes—namely, that hospitality to political refugees should be confined to times of civil disturbance or revolutionary violence. We are now not, however, concerned to inquire what the rule in this particular case should be. We are merely desirous of adducing it as a specimen of important questions which of late so frequently arise, and in reference to which, in the present state of ignorance of our statesmen about international law, we cannot but entertain serious apprehensions.

We may illustrate our position by referring to an instance similar to the foregoing, and which has also received the attention of Parliament in the present session. Our operations on the Peiho River, and the circumstances which led to them, are so recent as to be, doubtless, in the memory of all our readers. Some grave international questions were involved in that lamentable transaction; and although they were incidentally referred to in the discussions in Parliament on the subject, they have received nothing like the consideration which their abstract importance demands. It may be asked, first, how far a denial by one country of the right of the ambassador of another country, "to choose the most expeditious and commodious route to the capital," is by the law of nations a *casus belli*. Secondly, how far, and in what cases, an ambassador, who happens to be accompanied by an armed force, has a right, without the special authority or sanction of his government, to go to war with the power to which he is accredited. And thirdly, in such a case (this point, however, but remotely touches any question of international law) it is very uncertain whether an ambassador has authority over a naval or military force, or to what extent he can order or direct their operations.

The discussion in the House of Commons, on Thursday night, on the subject of the subscriptions now making in this country, on behalf of the Sicilian movement, and the further discussion on the question of the enlistment of soldiers for the Pope's army, are also useful illustrations of the absolute necessity which exists in our present complicated relations with European States of an earnest and systematic study of the principles of public and private international law by those of our statesmen who affect foreign politics, as well as by the law advisers of the Crown. We reserve the points involved in the last-mentioned discussions for future consideration.

THE FUSION OF LAW AND EQUITY.

We print elsewhere an able and ingenious defence of the Law and Equity Bill, which was read by Mr. Walker Marshall, at the last meeting of the Juridical Society. Although our opinion of the Chancellor's abortive measure is not in the least shaken by the clever argument contained in this paper, we are glad upon this, as upon all other subjects, to make the *Solicitors' Journal* the medium for the freest possible discussion of every topic of professional interest. Mr. Marshall has adopted the well known device of advocacy which consists in accumulating arguments in support of a part of his case, which no one disputes, and quietly passing over the real difficulty, without anything more than a bare assertion in its support. Nine-tenths of the paper is devoted to proving that the whole law of England, which, as he rightly says, comprises what is technically called equity, as well as what is technically called law, might have been just as well administered by one court as by two. Apart from the difficulties which arise from the circumstance that equity has in point of fact grown up in a different region from law, has been informed with a different spirit, and administered by means of a totally different procedure, no one in his senses can contend that the fusion of law and equity is not a desirable thing. We are prepared to go a step further and say, that it is not only desirable, but, if attempted in the right way, without precipitation, quite practicable to effect this great reform, even at this day. Our charge against Lord Campbell's Bill was, not that it tended to fuse the two branches of English law into one, but that, on the contrary, it was certain to destroy the larger and more comprehensive system, in the attempt to transfer it suddenly from courts where it has grown up towards perfection, and has developed a suitable practice, to other courts, by which it has always been regarded with more or less of narrow jealousy, and whose technical forms are utterly incapable of giving free play to equitable principles. If the Bill had not been virtually rejected already, it might have succeeded in destroying the jurisdiction of the court where equity is really administered; but it could not have infused the spirit of equity in a moment into the rigid system of the common law, or have made room for equity jurisprudence in a procedure which would soon have cramped it to death.

Starting from the ground which is common to Mr. Marshall and ourselves, that the fusion of law and equity is one of the grandest objects which a law reformer could propose to himself, let us consider in what way the desired result can be most safely brought about. The real state of things is this. The law of England is made up of those principles which the common law courts enforce without coming into collision with the Court of Chancery, and of the doctrines which equity has added thereto. There is a class of subjects on which the legal tribunals would decide one way and the equitable courts another; but these instances fall under the second head, because in such cases of so called collision, the law of England really is that which the courts of equity declare. For instance, a court of law would say that a trustee of land is entitled to eject his *cestui que trust*, and that after the day of default is passed, a mortgagor has no interest in the mortgaged property. But the straitest of common lawyers would scarcely assert—certainly Mr. Marshall would not, if we understand him rightly—that it is any part of the law of England that a trustee may defraud his *cestui que trust*, or a mortgagee resist the right of his mortgagor to redeem. There is this further to be observed, that technical equity, by virtue of its maxim, *equitas sequitur legem*, acknowledges the whole law of England, though it does not actively enforce so much of it as is adequately administered in other courts. Technical law, on the other hand, refuses to recognise more than a part of the jurisprudence of the country. If it were determined to fuse the two systems into one, there are but three ways in which it could be done. You might annihilate the Court of Chancery and direct the courts of law for the future to administer equity; or you might abolish the courts of law and require the Court of Chancery to enforce legal as well as equitable rights; lastly, you might give to each court a concurrent jurisdiction over law and equity, and before taking any further step, allow them time to accommodate their practice to their new duties until it was seen on which foundation a single court of universal jurisdiction could best be built up.

Of these three methods of bringing about the desired reform, the first two appear to us to be excluded by very obvious considerations. It is impossible, or at any rate —and that is enough for our argument—it is not proved to be possible, to transfer the traditions and spirit of either department of law into the courts which have been hitherto almost exclusively occupied with the other. In so serious a matter as this it would be the height of rashness to impair the machinery either of legal or equitable courts, until experience had shown that the tribunal to which the jurisdiction was proposed to be transferred was thoroughly imbued with the principles which it would have to apply. There is another condition almost more essential, and that is, that the forms and procedure of the favoured court should be put into a shape which would not impede the efficient performance of its new duties. *A priori*, one would imagine that courts of equity, which in their daily business take account of legal rights as the foundation on which equity is built, would be more capable of administering the whole law of England, than the tribunals which, until lately, utterly ignored the principles of equity, and even now exercise, under recent statutes, a limited and not very successful jurisdiction of this kind. This, so far as it goes, would tend to show that it would be less hazardous to transfer legal jurisdiction to the Court of Chancery, than to hand over the functions of equity judges to the Courts of Westminster. But we are not advocates of either of these plans, which seem to us to be full of danger. The diverse nature of legal and equitable procedure appears quite conclusive upon this head. Equity once had, and still retains in theory, a system of pleading as artificial as that which culminated under the influence of Lord Wensleydale. But, side by side with this scheme of eliciting issues by alternate allegations, the Court of Chancery introduced the method of pleading at large, combined with the obligation of answering on oath; and so superior has this process been found for the investigation of equitable matters, that except where some simple defence, like the Statute of Limitations, forms the essence of the contest, a plea is scarcely ever resorted to; and the looser but more convenient system of bill and answer is almost universally adopted. If the immediate question were the converse of Lord Campbell's project—viz., the transfer of law to courts of equity—it might be a fair subject of discussion whether pleading at large, as practised in Chancery, would not work better even in the settlement of legal disputes than the ingenious but over subtle device of special pleading. The difficulty commonly suggested is, that without strict logical pleading it would be impossible to pick out the issues for a jury to try. But, in point of fact, we know that the result of the pleadings is almost always to present a large number of false issues—the mere creation of the pleader—besides the one or two material issues on which the contest really turns. These same issues, moreover, are as often as not a compound of fact and law, and cannot but be so by reason of the rule that facts are to be pleaded according to their legal effect. The practical result, therefore, is that the jury learn the question which they are to try, not from the opening of the pleadings by the junior counsel, which they never understand, but from the statement at large of the leading counsel, and the summing up of the judge, who really performs the function which in theory belongs to the pleadings, of separating matters of fact from matters of law, and defining the precise points which the jury have to decide. It is by no means clear that a judge could not do this quite as well with a bill and answer before him, as he can do it now with the aid or the embarrassment, as the case may be, of a set of complicated pleas, replications, rebutters, and the rest. But we are not concerned to prove that pleading at large might in all cases be substituted with advantage for the common law system. It is enough to say that strict pleading cannot, by possibility, adapt itself to equitable suits. The difficulties, as to parties alone, would be quite insurmountable. Even at an earlier stage, the procedure would break down. The theory of the common law was to label and ticket all the possible wrongs which a man could suffer, and furnish an appropriate writ for each. Narrow decisions, in early times, made this scheme worse in practice than even in theory; but even if all judges had been as liberal as Lord Mansfield, they would have failed to build up an exhaustive jurisprudence on such a foundation. There are rights and wrongs which cannot be catalogued in this way beforehand; and no court which does not allow a plaintiff to state his own case in his own way, untrammelled by technical rules, can ever effectually exercise an equitable jurisdiction. These considerations seem quite to exclude from the category of rational reforms attempts to transfer equity to courts of law without a radical change in their practice and procedure. At the same time the difficulty of engrafting trial by jury upon the forms of chancery pleading, which has not yet, at any rate, been surmounted, is an equally cogent reason for not taking away the jurisdiction of the common law courts, and handing it over to the Court of Chancery.

The only remaining method of bringing about the fusion which Mr. Marshall advocates, is to enlarge the concurrent jurisdiction of both courts. The great advantage of this plan would be, that common law courts would get no equitable suits until they had moulded their practice and their principles into a shape which would enable them to deal with such matters as successfully as the Court of Chancery now does. So, on the other hand, no purely legal questions would penetrate into Chancery until equity judges and equity procedure had proved themselves capable of administering relief as well as courts of law. If courts of law were empowered in all cases to grant injunctions, and courts of

equity to enforce payment of tradesmen's bills, a man who wished to restrain equitable waste would probably prefer an equitable court, and a butcher who was anxious to get a settlement of his account, would be likely to select a legal tribunal. All would go on as before until it became manifestly for the benefit of suitors to carry any particular class of litigation to a different forum. It is possible that both legal and equitable courts, on being endowed with a universal concurrent jurisdiction, would modify their procedure so as to make it as widely applicable as might be. If they did so, the ultimate result would be the growth of a form of procedure fitted to deal with questions of every kind, and therefore suited to a single court of universal jurisdiction. But such a practice cannot be called into existence by guess work; still less can it be assumed that the existing methods of the common law supply all that is to be desired in this respect. Of course, it may be said, that if you were merely to give a concurrent jurisdiction on all matters to both courts, each might, perhaps, go on in its old ways, and the desired fusion would never be attained. But even in this event no harm would be done, which is more than could be said of a project to force an imperfect and distorted growth of equity in courts of law, by the summary process of destroying the existing jurisdiction, and driving suitors, whether willing or unwilling, into a court where they would not otherwise have sought redress. The man who has an equitable title to relief ought not to be deprived of his resort to a court of equity, any more than a contest of a purely legal character ought to be forcibly transferred to the Court of Chancery. But it is such a transfer as this that Lord Campbell proposes to effect. He would give to a court of law the right to issue an injunction to prevent a court of equity from entertaining an equitable question.

There is no sort of analogy between such injunctions and those which are now granted to restrain legal proceedings. In effect, a court of equity in staying an action requires the defendant at law to admit the legal right. So far from hindering the legal remedy of the plaintiff at law, or taking upon itself to adjudicate upon it, the basis of its interference is the concession of all the legal rights which are claimed at law. But a court of law, in staying an equitable suit under Lord Campbell's Bill, instead of making it a *sine quâ non* that the defendant in equity should concede the equitable question, would say, "True it is that you, the plaintiff in equity, may have right on your side; but we insist on your giving up the proceedings by which you have sought to enforce the right, in order that the question of equity may be decided in a legal court." If the court of law should ultimately prove the better tribunal for affording equitable relief, no harm would be done. But the only way to test this is to open the doors of both courts as wide as possible, and allow persons who seek equitable relief to go where redress can be most conveniently and effectually obtained. Mr. Marshall tacitly assumes that the administration of equity in courts of law would be as good as or better than it is at present; and his argument goes the full length of advocating the abolition of all the judicial functions of the Court of Chancery. An opponent who chose to assume that legal rights could be as effectually enforced in Chancery as at law, might argue in the same spirit that it was desirable to have but one tribunal, and that the cognisance of all legal questions ought therefore to be transferred to courts of equity, with power to restrain the courts of law from entertaining them. We are satisfied that neither of these assumptions would be justified by the event, and that a gradual modification of legal or equitable procedure under the influence of enlarged concurrent powers, can alone supply the material out of which a single court of universal jurisdiction can be constructed, without endangering the vital principles either of law or equity, and possibly of both.

LAW EXAMINATIONS.

It is a pleasant and comfortable part of a young practitioner's business to have a few wills to draw; and it is by no means the worst paid part of his business either. We mean to say, that it is pleasant and comfortable work enough when there is abundance of time to do it in, and when counsel's opinion can be taken upon any knotty point that may turn up; but to be called suddenly to the bed-side of a sick and dying man, and to have then and there to catch the bearing of his intentions as to which way his property shall go from his incoherent and uncertain mutterings, often contradicting one moment what he has said the moment before, and to draw an instrument which will hold water and yet carry out the intentions of the testator, is a duty which tries as thoroughly and as searchingly the powers of the draftsman as anything he can possibly be called upon to perform; and, therefore, it is most important that no man should be admitted on the rolls until he has proved himself able to draw a will of a simple and easy character.

Hitherto the Examiners have not seen fit to give any test questions of this kind; but we would suggest for their consideration, whether such a test would not be an important improvement to their examination papers. It is obvious that questions of this nature absolutely preclude all cramming; and it is as obvious that they induce the candidate to direct his attention towards subjects which will be useful and necessary for him to bear in mind during the whole of his legal existence. As the examination papers are at present framed, we venture to assert that not one man in ten can be found who could answer the questions fully and satisfactorily, say two years after he has passed, without any preparation or cramming. It stands to reason that it must be so. A man with a good memory and tolerable powers of application, can in a few months cram up the answers to enough questions to pass him easily; but when he has passed and turns his mind to some other kind of work, he must forget all these answers very shortly. For instance, he will of course have learnt off the answers as given in that valuable hot-bed of cramming "The Leguleian," to the question following:—"Could a judgment obtained at common law be set aside in equity? How was this settled in 1616, and by whom, and on what occasion?" and will also know all about the distinguished Chancellors reducing the system of equity to order, according to the favourite question which we alluded to on a former occasion; but were he asked those very questions a year and a day after the date of his passing, he would be as much in the dark about the answers probably as the rest of the world is wont to be.

And it is, therefore, evident that the generality of the questions at present propounded are perfectly useless the moment the candidate has passed. Once safely through, he must look upon all the time he spent in preparing for his examination as so much time absolutely thrown away. But the man who could once answer such questions as we have suggested would find occasion to use his knowledge perpetually—he could not by any contrivance get by heart any set answer—he would find himself driven to master the principles of his subject, and from such principles to work out the answer to the particular case before him—and such, we submit, is the true object of a *bonâ fide* examination.

We are aware that our suggestions may be met by the fact that to draw up each year's examination papers containing questions such as we propose would be a most lengthened and laborious task. We think that that difficulty might be easily overcome in the following manner. Let every solicitor of standing who interests himself in the welfare of his profession make a note of any case, draft, will, or pedigree, as the case may be, which he thinks suited to form the basis of a question for examination—and let him forward such note to the examiners. In this way they would be kept with a constant supply of materials adapted for their purpose, and cut and dried for turning into suitable questions at a moment's notice.

In the hope of finding some questions that might aid us in our suggestions, we have turned our attention to the papers in the "Civil Service" examinations. We regret to say that the principle pursued in that examination is nearly as defective as our own. As we are ignorant what amount of legal knowledge is likely to be required of the aspirants, we are unable, of course, to judge what kind of questions should in our opinion be selected; but, from the mere glance we indulged in, we feel certain that there is much room for improvement. Take one question at hazard—"State the general nature of the proceedings which can be founded on a summons"—this is a legitimate example of our old enemies the "mysterious" class. What is the "general nature" of proceedings on a summons?

We fear we must again fall back upon the kindness of some of our readers learned in Chancery to enlighten us.

We deprecate the idea that because this is not a strictly legal examination, it is absurd to criticise too closely the form of the questions; we maintain, that if there is an examination in law at all, it is only right that such examination should be as fitted to carry out its object as it can possibly be made.

SUGGESTIONS FOR AMENDING PROCEDURE IN SUITS IN CHANCERY.

[COMMUNICATED.]

In offering the few following suggestions on the procedure of our courts of equity I beg to have it understood that I do so as a provincial solicitor, desirous that his provincial client may participate as far as possible in the advantages which the town client of a London solicitor enjoys; at the same time emphatically repudiating all idea that the town solicitors have sought or do seek any change that may not extend to the provincial solicitors and their provincial clients the same benefit as to themselves or their town clients. Insinuations to the contrary are, I am convinced, on the one hand utterly groundless, while on the other they are calculated to do much mischief by disturbing that unanimity of action which is essential to promoting the well-being of the profession.

The first step in a cause in equity to which I would direct attention is the taking of evidence—the most important, perhaps, in the cause. Few men will be found who will support the system of receiving evidence of facts by affidavits. And the evil of the system in the case of motions is aggravated by allowing the parties to file affidavits in support, and reply, till the motion is heard. A saying, attributed to Lord Justice Knight Bruce, describes the absurdity of it. He is reported to have said—"Let them alone; they will swear themselves out of court in time."

When the examination of witnesses was taken on interrogatories, the attendance of the solicitor was not essential. But now that it is oral, the case is far otherwise; and it is very essential that the solicitor who has attended to the case throughout, and is thoroughly acquainted with all the facts, should be present at the examination, either conducting it himself, or from time to time giving such instructions to his counsel as his intimate knowledge of the facts, and the answer of the witnesses to preceding questions, may suggest. Now, if the examinations are taken in London, the provincial client of a provincial solicitor is exposed to what seems to me a peculiar hardship in this and other similar instances, namely, that he loses the benefit of his own solicitor's attendance at the examination of his witnesses, or pays the expenses of it out of his own pocket. Besides, examinations in London add considerably to the costs in the cause, not only in respect of the solicitor's attendance, but of the witnesses also, supposing them not to be resident in or in the neighbourhood of London. It seems to me, therefore, that examinations before examiners in the country ought to be encouraged, and the system receive all the improvement of which it is capable. It may be said that the parties naming their own special examiner for the examination of their witnesses ought to be satisfied. But that is taking a contracted view of the question. The Court ought to be satisfied; and the length of the depositions and the mass of irrelevant matter in them have long been a subject of remark and complaint. Lord Eldon exonerated the commissioner from the blame by ascribing it to the form and character of the interrogatories, the commissioner being bound to have every question in each of them on which the witness was examined fully answered. This excuse no longer exists, and there is less cause of complaint. But the depositions are still frequently overloaded with irrelevant matter, and this seems to be more especially the case with examinations taken before special examiners. The taking of examinations correctly and succinctly is an art to be gained only by practice and experience; and therefore it is not surprising that examinations before the Examiners in London should be preferred to those before special examiners in the country.

The next proceeding open to observation is the working out of the decree. We all know how extensive and intricate are the inquiries and accounts frequently directed by the decree, and yet all these (with one single exception) have to be worked out at the chambers of the judge in London. It will of course be admitted that an agent who knows no more of the facts and details of the case than his conduct of the cause in court may have made him acquainted with, and whose various other avocations prevent him from studying the case in detail must be far less competent to conduct the inquiry than the solicitor who has got up and conducted the case from its commencement, and has thus acquired a thorough knowledge of all the circumstances. Nor is it possible to communicate this knowledge by any written communication. Here, then, the provincial client of a provincial solicitor is at a disadvantage. He must himself pay the costs of his solicitor's attendance in London, or lose the benefit of his solicitor's presence. Then, again, look at the cost of the inquiry itself, and how magnified by its being conducted in London at a distance (perhaps great) from the place of residence of the parties. You go before the judge's clerk, who has perhaps twenty appointments for the same day (many small matters, no doubt, but enough to cause an interruption), and after passing perhaps two hours, or by an extraordinary favour three or four, the case is adjourned to a future day, and the parties have to wait in London, or return into the country, and again return to London to attend the adjourned appointment. Now all this seems to admit of an easy remedy, for which the exception before alluded to is a precedent.

The exception I allude to is, the power vested in the chief clerk to direct accounts to be inquired into, and reported upon, by accountants in the country. Such a direction, in the excepted case, confers the benefit I should like to see extended to all cases. But, I do not think the references to accountants are on a satisfactory footing. The accountant states the account in his own way, and he arrives at conclusions by a method of his own, over which there is little or no control; and I speak from experience when I say, that it sometimes happens the accountant adopts, and persists in acting on, notions entirely erroneous, thereby rendering his report valueless, though costly enough to the parties.

To facilitate the working out of decrees and the better conducting of oral examination of witnesses, I suggest that officers of the Court (call them extra clerks or provincial clerks) should be appointed in all the principal towns throughout England, before whom the examination of witnesses should take place. And that the judge should be empowered to direct the inquiries and accounts directed by the decree to be conducted and taken by such of these clerks as may be convenient. By these means the suitor would be enabled to have the inquiries conducted and the accounts taken in the immediate neighbourhood of himself, his advisers, and witnesses, at a very great saving of expense, both in time and money. Indeed, the saving of time would be the saving of money, and it is manifest that inquiries conducted on the spot and proceeding *de die in diem*, would be completed in a much shorter space of time than when conducted at a great distance from the parties' home and at intervals.

I speak from experience of the advantages of such a system in working out decrees. The county palatine of Lancaster has its own Court of Chancery. The county is divided into three districts, each having its own registrar, by whom these inquiries are conducted and accounts taken—one at Preston, one at Manchester, and one at Liverpool. The facilities thus afforded of conducting the inquiries and taking the accounts at home, are abundantly manifest, and far superior to those of working out decree at chambers in London.

Liverpool. JAS. OTLEY WATSON.

BANKRUPTCY AND INSOLVENCY BILL.

We are indebted to Mr. Edward Lawrance for the following "Further Notes" on the Attorney-General's Bankruptcy and Insolvency Bill (as amended in committee). Since Mr. Lawrance's former "Notes" received circulation very considerable improvements have been made in the Bill. The following deal only with those clauses in which amendment is still deemed expedient.

Clause 16. *The Constitution of the Court.*—It is doubted whether the Chief Judge and one Commissioner for the London district will be able to discharge all the duties imposed upon them by the Bill, seeing that all matters in insolvency, now heard in Portugal-street, are to be disposed of in Basinghall-street. It is suggested, that there should be two Commissioners for the London district, one of whom, at least, should, with the Chief Judge, form the Court of Appeal.

As to the Business of the several Courts:

42, 44. As by Clause 16, the Chief Judge and Commissioner for the London district are to "discharge all the duties which

are now discharged by the Commissioners of the Court of Bankruptcy in London," it seems to be unnecessary to restrict the duties of the Commissioner to cases in which it shall appear that the assets will not amount to more than £300. This seems to be a feeble attempt to make the dignity of the Chief Judge dependent on the pounds sterling likely to be realised. The amount of assets is by no means a criterion of the importance of the questions likely to arise under a bankruptcy, or of the conduct of the debtor. If the assets are represented by consignments to foreign parts, or are likely to be the subject of litigation, it would be difficult to estimate their probable amount. If it is necessary to draw any distinction between the Chief Judge and the Commissioner, with regard to the estates to be respectively administered by them, the line of demarcation ought to be the amount of "liabilities," and not of "assets."

The proposal to administer any bankrupt's estate in a county court is open to grave consideration, seeing that county court judges are ambulatory, and may not, whilst on circuit, for two or three weeks, be accessible in the precise locality where it may be deemed expedient to administer the estate, or where questions ought to be heard and decided.

It is objectionable, as proposed by these Clauses, to carve a "metropolitan district" out of the London district, schedule A; and to remit to that metropolitan district all matters in which it shall appear that the assets under the bankruptcy would probably not exceed the sum of £300. In a vast majority of cases, in which the trader debtor resides within the "London district," the creditors carry on business in London. The convenience of the creditors, and not of the debtor, should be considered.

By the present practice the Chief Commissioner will, upon the application of the major part, in value, of the creditors, remove a petition of adjudication from the court in which it was originally filed to any other court more convenient to the creditors; but no such power of removal is given by Clause 44, in cases where the assets amount to more than £300.

The general result of these Clauses will be, that the Chief Judge alone will have jurisdiction in all matters within the London district, in which the assets exceed £300; that the London Commissioner alone will have jurisdiction in cases which arise within twenty miles, and in which the assets will not exceed £300; and that, beyond that limit, to the extent of the London district, the county court will alone have jurisdiction in cases in which the assets will not exceed £300. Surely these distinctions are unnecessary, and will cause confusion, delay, inconvenience, and expense.

45. The valuation proposed by this Clause, for the purpose of estimating the assets, will also cause delay and expense.

72, 73. The first of these Clauses proposes to retain the taxing master of the present Court of Bankruptcy; the second declares, that the taxing officer of the Court for the Relief of Insolvent Debtors shall be taxing officer of the Court of Bankruptcy, and shall act as such in the London District Court of Bankruptcy. Is it intended to have two taxing officers, one for the larger, and the other for the smaller class of business?

If the transfer be made, then schedule C. does not appear to contain any provision for the salary of the taxing officer. The Clause appears to have been amended without any corresponding alteration being made in the note at the foot of schedule C. It would be more convenient if the salaries of the taxing officer and registrars of the Court for the Relief of Insolvent Debtors were defined in the schedule.

See also Clause 86, which seems to contemplate one taxing master only, who is to tax *all* bills.

79. It would be mischievous to permit proceedings, papers, and documents, to be open to the inspection of all persons. At present they are only open to the inspection of creditors, and then only by leave of the Court, who may, and sometimes does, refuse permission. The interests of creditors might be seriously affected, if an adverse claimant were permitted to inspect the proceedings.

As to Official Assignees:—

90, 91, 92, 93, 95, 96, 97. It is strongly urged that the official assignee should in no case be displaced, whatever may be the increased power proposed to be given to the creditor's assignee. Experience has shown the usefulness of the official assignee in collecting the assets, retaining the bankrupt's books, examining the bankrupt's balance sheet, paying the dividends at a fixed place and certain time, and examining, as each dividend is payable, the securities tendered by the creditor, to see that he has not, from other sources, received the full amount of his debt, and that he is still entitled to rank as a creditor in respect of the amount for which proof was originally made.

It is suggested that the protection given by Clause 94 might be extended, so as to render it unnecessary to join an official assignee as plaintiff, or that if joined as defendant, he should be entitled to a verdict on producing the certificate of his appointment. There are many instances in which official assignees have been compelled, in consequence of the absence of assets, and the insolvency of the creditors' assignee, to pay large sums by reason of acts done by them ministerially.

The displacement of the official assignee and handing over all books, moneys, bills, &c. to the creditors' assignee, is objectionable, for the reasons before stated. The official assignees immediately upon his appointment, ought, and according to the present practice, does, write to the several debtors, requiring payment, and these applications are renewed by him from time to time, and ultimately followed up by summonses; but, if the official assignee be displaced, he must either abstain from making those applications until the creditors' assignee be appointed, or a second notice to the debtors will be required from the creditors' assignee to pay *him*, and not the official assignee.

The account proposed to be sent, at this early stage, would be necessarily meagre and imperfect, but the expense of sending a printed copy by post to every creditor would be considerable.

99. For the reasons before stated, it is deemed expedient that all books, papers, and securities should remain in the custody of a public officer.

It is considered, also, that neither the bankrupt, his attorney, a creditor, or claimant, would have such ready access to the books in the hands of the creditors' assignee, as of an official assignee.

(To be Continued.)

The Courts, Appointments, Promotions, Vacancies, &c.

QUEEN'S BENCH.

(Sittings at Nisi Prius, after Term, before Mr. Justice HILL and a Common Jury.)

May 11.—*Wood* v. *Smith*.—This action was to recover compensation for loss incurred in the purchase of a leasehold house, subsequently discovered to be mortgaged; the defendant was sought to be rendered liable on the ground of his negligence as an attorney. The plaintiff purchased at a sale in April, 1858, a house in the Albion-road, Queen's-road, Dalston, for £275, under a condition that "the purchaser should not be entitled to call for the production of or to make any objections or requisitions whatever in respect to the title of the lessor," and that the title should commence with the under lease. After the purchase Mr. Wood employed Mr. Smith to prepare a conveyance, and David Hughes, the bankrupt and fraudulent solicitor, supplied an abstract of title, commencing with the under lease, dated September 29, 1855, from David Hughes to Catherine Jones, and disclosing a mortgage to Mr. Jefferson, one of Hughes's victims. Mr. Smith searched the register from the date of the under lease, and found a memorial of Jefferson's mortgage, but no trace of any other encumbrance. The purchase was completed, and the £275 paid upon Mr. Jefferson's written order to Hughes. When Hughes absconded it was discovered that Nos. 7 and 12, which were respectively the 12th and 17th houses eastward from the corner of the Queen's-road, were previously mortgaged to their full value, and the mortgagees came in and deprived Mr. Wood of the house, which he thought had been legally conveyed to him. It was also discovered that there was a discrepancy between the description of the house which Mr. Wood purchased at the sale and the description of the house of which an abstract of title was supplied. The former was called "No. 12, on the south side of Albion-road, leading out of the Queen's-road, Dalston, eastward from the Queen's-road," and the latter, "the messuage situate on the south side of the Albion-road, being the 12th house eastward from the Queen's-road." By the erection of five houses between the corner of the Queen's-

read and this row of houses, No. 7 was the 12th house, so that Mr. Wood purchased No. 12 and got No. 7. They were proved to be exactly alike, to be of the same value, although one was let for £30, and the other for £34 a-year, and to be equally encumbered; but the question of the defendant's liability wholly turned upon whether he was guilty of actual negligence in not detecting the difference in the particulars of sale, supplied to him as his instructions by Mr. Wood, and in the abstract of title supplied by Hughes. It was not imputed that Mr. Smith had failed in fidelity or honesty to his client; but the plaintiff submitted that he ought to have made inquiry, especially when he found that No. 12 was said in the catalogue to be occupied by a Mr. Wakefield, and the abstract related to a house occupied by Mr. Toovey, and that he ought not to have jumped to the conclusion that the tenant Toovey had been succeeded by Wakefield. It was suggested that Hughes had substituted No. 7 for No. 12, because Jefferson, the mortgagee of No. 7, was under his control, whereas Mr. Constantine, the mortgagee of No. 12, would not have consented to the £275 being paid to Hughes. But on the part of Mr. Smith, it was shown that the under leases from Hughes to Jones of both houses were utterly worthless, on account of a valid subsisting mortgage at the time, and that, as the condition of sale precluded all inquiry into transactions anterior to the date of the under lease, it was out of his power to discover the fraud which had been practised.

The jury found a verdict for the plaintiff. Damages £220, being the amount paid by Mr. Wood less the amount paid as deposit by him at the auction.

(Before Mr. Commissioner BARLOW.)

Re Way, an alleged Lunatic.—On Tuesday, the 1st instant, an inquiry was held at West Green, Tottenham, before Mr. Commissioner Barlow, for the purpose of ascertaining the state of mind of Mr. John Way. The order under which the commissioner acted was for an inquiry concerning the lunacy of John Way, and *from what time the lunacy had existed.* Two of Mr. Way's sons, viz., William and Walter, had lodged a *caveat* against the petition, and together with his third and youngest son, Frederic, had obtained leave to attend the inquiry. William and Walter claimed the benefit of a deed executed in their favour by their father in January, 1860, and Frederic claimed the benefit of another deed, under which he would be entitled to considerable property, and which was executed by his father in June, 1859. Mrs. Way, who was the second wife of the alleged lunatic, and the mother of Frederic, was the petitioner.

Mr. *J. Napier Higgins*, and Mr. *A. G. Langley*, for the petitioner, said, there were two questions to be decided, viz., the lunacy, and the time of its commencement; but it was neither the duty nor the interest of the petitioner to contest the questions raised by the sons.

Mr. *Jessel* was for the lunatic; and Mr. *Freeman* and Mr. *Archibald* appeared for the sons.

A great deal of evidence was gone into, which left no doubt of the insanity of Mr. Way at the present time, and there was some evidence to show that he was not sane in June, 1859, or in January, 1860.

The Commissioner, in the course of the hearing, and at its conclusion, made some observations on the great inconvenience arising from the practice of the Lords Justices, in making orders which direct inquiries as to the time of a lunacy commencing. As had been pointed out in the present case, the fact of present lunacy once being proved, it was the business of no one to carry the date back far enough to invalidate the transactions with the sons. On the other hand, they were present, and deeply interested in preventing any such attempt. It was not the duty of the petitioner to enter upon the contest with the sons, and she had properly confined herself to making out a *prima facie* case only as to the fact of lunacy prior to the transaction of June, 1859. But for the great expense of having another hearing, before a jury, he (the learned Commissioner) would be disposed to adopt that course; but even if he did, there would be the same awkwardness of having no one responsible for the duty of carrying back the period beyond the date of the impeached transactions. There could be no doubt that Mr. Way was now in an unsound state of mind, and had been so since he was seen by Dr. Jeaffreson in February last; and such would be his (the Commissioner's) finding upon this inquiry; at the same time leaving it open to the committee of the lunatic, when he should be appointed, to settle the questions with the sons which had been raised, but which could not be satisfactorily dealt with on this inquiry.

Her Majesty has conferred the Companionship of the Civil Order of the Bath upon Mr. Erskine May, clerk-assistant of the House of Commons.

Mr. Thomas Shepherd Noble, of the city of York, has been appointed a commissioner to administer oaths in the Court of Chancery.

Mr. Anthony Carr, of 25, Rood-lane, London, has been appointed a London commissioner to administer oaths in Common Law.

Parliament and Legislation.

HOUSE OF LORDS.

Monday, May 14.

OFFENCES AGAINST THE PERSON.

Upon the third reading of this Bill,

The Marquis of WESTMEATH took occasion to express his opposition to some of its provisions. He contended that the Bill gave no sufficient protection to the public against the fatal results of careless and reckless driving. In the last two years it appeared by the returns that 134 persons had been killed, and 1,827 maimed and injured, in the metropolis alone, by being knocked down and run over. The present state of the law was utterly ineffectual to repress the evil. Few persons could bring an action against the individual causing the injury; and there was no public prosecutor to put the law in motion. The deaths were generally found to be accidental by the coroners' juries, but the word was quite conventional; it was ridiculous to suppose that all the 134 victims were killed by accident. What was required to repress such recklessness was a power of immediately arresting the offender and awarding an immediate and personal punishment, not a paltry fine of 40*s*. In the play, a doctor asked how a certain patient was. "He is dead," was the reply. "Impossible! He was not to die till Thursday." "Nevertheless he died on Tuesday, after taking the remedy prescribed." To which the doctor returned, "Enough! I am satisfied. If the formalities of medicine were gone through, all was right." It appeared to him in this case, that if the formalities of law were observed that was all that was looked for. Believing that such offences as he had described required to be treated with something more than a mere legal formality he must withhold his assent from that portion of the Bill.

Viscount DUNGANNON thought the Bill provided a sufficient punishment for the various offences to which it related. For driving over a person so as to cause his death two years' imprisonment might be imposed; and in the case of death from a railway accident maliciously caused, the offender might be sentenced to penal servitude for life.

After a few words from the Earl of CLANCARTY,

The LORD CHANCELLOR said these Bills for the Consolidation of the Criminal Statute Law had been brought to their present matured state by the labours of successive Governments for the last thirty years. Whether the Government was a Liberal or a Conservative one, the measures had been proceeded with, and the result was that a great object had been accomplished, and the criminal law had been consolidated in a manner which would be found most beneficial. With regard to the remarks of the noble marquis, they were similar to the remarks which he had on previous occasions addressed to their lordships, and which had then been fully answered. The Bill was wholly unexceptionable in the points adverted to by the noble marquis.

The Bill was then read a third time and passed.

LARCENY.

FORGERY.

MALICIOUS INJURIES TO PROPERTY.

COINAGE OFFENCES.

ACCESSORIES AND ABETTORS.

CRIMINAL STATUTES REPEAL.

These Bills were also read a third time and passed.

Tuesday, May 15.

BANKRUPT LAW (SCOTLAND) AMENDMENT.

This Bill was reported with amendments.

HOUSE OF COMMONS.

Friday, May 11.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

Petitions were presented by Mr. D. Fortescue, from attorneys and solicitors of Andover; by Mr. Packe, from attorneys and solicitors of the borough of Leicester; and by Mr. Deedes, from attorneys and solicitors of Hythe, in favour of this Bill.

Monday, May 14.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Mr. Collier, from Plymouth, for extending the jurisdiction of the county courts to cases in bankruptcy and insolvency.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

A petition was presented by Sir J. D. Elphinstone, from attorneys and solicitors at Portsmouth, in favour of this Bill.

MARRIAGES (EXTRA-PAROCHIAL PLACES).

This Bill was read a third time and passed.

BANKRUPTCY AND INSOLVENCY.

Mr. E. P. BOUVERIE inquired whether the Attorney-General could tell the House when it would be asked to go into committee on the Bankruptcy Bill.

The ATTORNEY-GENERAL.—This is a very cruel question. I see no prospect at present of fixing a day, but I am in treaty with my noble friend at the head of the Government for this day week, in the hope that we may make such progress in one night that I may see my way clear to a morning sitting on the Bill.

Tuesday, May 15.

BANKRUPTCY AND INSOLVENCY.

A petition was presented by Mr. Tollemache from Nantwich, in favour of the Bill.

Wednesday, May 16.

CHARITY TRUSTEES.

On the motion of Mr. MELLOR, the order for the second reading of this Bill was discharged, and the Bill withdrawn.

COURT OF CHANCERY.

On the motion of Sir G. C. LEWIS, in the absence of the Attorney-General, the order of the day for going into committee on this Bill upon Monday next was read and discharged; and it was ordered that the Bill be referred to the following Select Committee:—The Attorney-General, Sir James Graham, Mr. Henley, Mr. Walpole, Mr. Headlam, the Solicitor-General, Sir Hugh Cairns, Mr. Malins, Mr. Knight, Mr. Hadfield, and Mr. Murray.

NOTICES OF MOTION.

HOUSE OF LORDS.

Monday, May 14.

TRUSTEES, MORTGAGEES, &c.

Committee on recommitment to meet on Monday, the 21st.

PETITION OF RIGHT.

ECCLESIASTICAL COURTS JURISDICTION.

Committee to meet on Tuesday, the 22nd inst.

HOUSE OF COMMONS.

Monday, May 21.

JOINT STOCK COMPANIES.

Committee on the Bills to meet.

SOLICITORS' FEES INQUIRY.

Mr. KNIGHT.—To move for copy of the report to the Lord Chancellor Cranworth made by the Lord Justice Turner and the other commissioners on this inquiry in the year 1856.

BANKRUPTCY AND INSOLVENCY.

In committee, Lord HENLEY and Mr. GARNETT to move amendments.

Tuesday, May 22.

CRIMINAL LAW ACCOUNTS.

Mr. HOWES.—To move for returns of the number of officers and clerks employed in the office of examiners of criminal law accounts in each year since its establishment in 1857, with their salaries; of the total amount of the expenses of that establishment in each such year; of the total amount of the demands made in each such year by the counties and local jurisdictions; in respect of costs and prosecutions; and of the total amount actually paid in each such year in respect of such demands.

CORONER.

Mr. COBBETT.—To call the attention of the House to the report of the select committee on the office of coroner; and to move for leave to bring in a Bill in conformity with the recommendations in the report of the committee.

ATTORNEYS, SOLICITORS, AND CERTIFICATED CONVEYANCERS.

Committee to meet (progress 1st May).

Thursday, May 24.

TRANSFER OF REAL ESTATES.

The ATTORNEY-GENERAL.—To bring in Bill.

PENDING MEASURES OF LEGISLATION.

CRIMINAL STATUTES REPEAL.

Summary of the Bill (as amended by the select committee) intituled "An Act to repeal certain Enactments which have been consolidated in several Acts of the present Session relating to Indictable Offences and other Matters."

1. The several Acts in the schedule to continue in force until the last day of December next, and from and after that day to be repealed to the extent following; (that is to say) in any case where the enactment does not form part of the law of Scotland then the enactment to be wholly repealed, but in any case where the enactment does form part of the law of Scotland then the enactment to be wholly repealed as to every other place, but not as to Scotland.

2. Repeal not to affect the colonies, unless mentioned.

3. Repeal not to affect offences, &c., committed before the commencement of this Act.

4. Nothing herein contained to alter or affect any power or authority given by any Act to alter or amend any register of births, baptisms, marriages, deaths, or burials.

The Schedule.

10 C. 1, sess. 3, c. 20. (I.) The whole.
7 Will. 3, c. 18. (I.) Sect. 4.
2 & 3 Ann. c. 4. So much of sect. 19 as relates to any forging or counterfeiting therein mentioned.
6 Ann. c. 2. (I.) So much of sect. 17 as relates to any forging or counterfeiting therein mentioned.
6 Ann. c. 35. So much of sect. 26 as relates to any forging or counterfeiting therein mentioned.
7 Ann. c. 20. So much of sect. 15 as relates to any forging or counterfeiting therein mentioned.
8 Ann. c. 10. (I.) So much of sect. 4 as relates to any forging or counterfeiting therein mentioned.
8 Geo. 1, c. 15. (I.) So much of sect. 4 as relates to any forging or counterfeiting therein mentioned.
11 Geo. 1, c. 9. Sect. 6.
12 Geo. 1, c. 32. Sect. 9.
3 Geo. 2, c. 4. (I.) Sect. 1.
8 Geo. 2, c. 6. So much of sect. 31 as relates to any forging or counterfeiting therein mentioned.
15 Geo. 2, c. 13. Sect. 12.
17 Geo. 2, c. 11. (I.) Sect. 1.
12 Geo. 3, c. 24. The whole, as to the whole United Kingdom.
13 & 14 Geo. 3, c. 14. (I.) The whole.
21 & 22 Geo. 3, c. 16. (I.) Sects. 15 and 16.
23 & 24 Geo. 3, c. 22. (I.) Sect. 22.
25 Geo. 3, c. 37. (I.) The whole.
27 Geo. 3, c. 15. (I.) Sect. 5.
35 Geo. 3, c. 66. Sect. 3 and all the subsequent sections.
37 Geo. 3, c. 26. (I.) The whole.
37 Geo. 3, c. 46. Sect. 3 and all the subsequent sections.
37 Geo. 3, c. 54. (I.) Sect. 11 and all the subsequent sections.
37 Geo. 3, c. 126. The whole, both as to England and Scotland, except sect. 1.
38 Geo. 3, c. 53. (I.) The whole.
39 Geo. 3, c. 63. (I.) The whole, except the last section.
40 Geo. 3, c. 96. (I.) So much of sect. 5 as perpetuates the part of the 27 Geo. 3, c. 15, hereby repealed.
41 Geo. 3, c. 57. The whole.
43 Geo. 3, c. 139. Sects. 1 and 2 as to Ireland, and the rest of the Act as to the whole United Kingdom.
48 Geo. 3, c. 1. Sect. 9.
1 Geo. 3, c. 13. (I.) The whole.

1 Geo. 4, c. 4. The whole.
1 Geo. 4, c. 92. Sects. 1 & 2.
3 Geo. 4, c. 116. So much of sect. 7, as relates to any forging or counterfeiting therein mentioned.
4 Geo. 4, c. 54. The whole.
5 Geo. 4, c. 25. (I.) Sect 5.
7 Geo. 4, c. 64. Sects. 9, 10, 11.
7 & 8 Geo. 4, c. 18. The whole.
7 & 8 Geo. 4, c. 29. The whole, as to the whole United Kingdom.
7 & 8 Geo. 4, c. 30. The whole.
9 Geo. 4, c. 31. The whole.
9 Geo. 4, c. 54 (I.) Sects. 23, 24, 25.
9 Geo. 4, c. 55. (I.) The whole, as to the whole United Kingdom.
9 Geo. 4, c. 56. (I.) The whole except sects. 24, 25, 26, 27, 28, 29.
10 Geo, 4, c. 34. (I.) The whole.
11 Geo. 4, & 1 Will. 4, c. 66. The whole, except sect. 21.
2 & 3 Will. 4, c. 4. The whole.
2 & 3 Will. 4, c. 34. The whole, as to the whole United Kingdom.
2 & 3 Will. 4, c. 75. Sect. 16.
2 & 3 Will. 4, c. 123. The whole.
3 & 4 Will. 4, c. 44. The whole.
4 & 5 Will. 4, c. 26. Sect. 2.
5 & 6 Will. 4, c. 34. (I.) The whole.
5 & 6 Will. 4, c. 81. So much as relates to the punishment of any person who shall break and enter any church or chapel, and steal therein any chattel, or having stolen any chattel in any church or chapel shall break out of the same, and to principals in the second degree and accessories in such offences.
6 & 7 Will. 4, c. 4. So much as alters and amends that part of the 5 & 6 Will. 4, c. 81, which is hereby repealed.
6 & 7 Will. 4, c. 30. The whole.
6 & 7 Will. 4, c. 86. Sect. 43.
7 Will. 4, & 1 Vict. c. 77. So much of sect. 3 as empowers the Court to direct sentence of death to be recorded in cases of murder.
7 Will. 4, & 1 Vict. c. 84. So much of sects. 1 & 3 as relates to the forging, altering, offering, uttering, disposing of or putting off any will, testament, codicil, or testamentary writing, or any power of attorney, or other authority therein mentioned, and to principals in the second degree and accessories before the fact in such offences, and so much of sects. 2 & 3 as relates to the punishment of any offence created by or formerly punishable under any enactment in this schedule beforementioned and hereby repealed.
7 Will. 4, & 1 Vict. c. 85. The whole.
7 Will. 4, & 1 Vict. c. 86. The whole.
7 Will. 4, & 1 Vict. c. 87. The whole.
7 Will. 4, & 1 Vict. c. 89. The whole.
7 Will. 4, & 1 Vict. c. 90. The whole, except sect. 5.
2 & 3 Vict. c. 58. Sect. 10.
3 & 4 Vict. c. 97. Sect. 15.
4 & 5 Vict. c. 56. Sects. 2 & 3, and so much of sect. 1 as relates to embezzlements by officers or servants of the Bank of England.
5 & 6 Vict. c. 28. (I.) Sects. 4, 13, 14, & 15, and so much of sect. 7 as alters the punishment contained in any enactment hereby repealed, and so much of sect. 18 as relates to principals in the second degree and accessories before the fact to any offence mentioned in the said sects. 4, 13, 14, & 15, or in the said part of the said sect. 18 hereby repealed.
5 & 6 Vict. c. 39. Sect. 6.
5 & 6 Vict. c. 66. Sects. 9 and 10.
5 & 6 Vict. c. 106. (I.) Sects. 11 & 12.
6 & 7 Vict. c. 10. The whole.
7 & 8 Vict. c. 62. The whole.
7 & 8 Vict. c. 81. (I.) Sect. 75.
8 & 9 Vict. c. 44. The whole.
8 & 9 Vict. c. 47. The whole.
8 & 9 Vict. c. 108. (I.) Sect. 18.
9 & 10 Vict. c. 25. The whole.
10 & 11 Vict. c. 66. The whole.
11 & 12 Vict. c. 46. Sects. 1, 2, and 3.
12 & 13 Vict. c. 11. The whole.
12 & 13 Vict. c. 76. The whole.
13 & 14 Vict. c. 72. (I.) Sect. 62.
13 & 14 Vict. c. 88. (I.) Sect. 42.
14 & 15 Vict. c. 11. Sects. 1, 2, 6, and 7.
14 & 15 Vict. c. 19. Sects. 1, 2, 3, 4, 6, 7, 8, and 9.
14 & 15 Vict. c. 92. (I.) Sects. 2, 3, 4, and 5.
14 & 15 Vict. c. 100. Sects. 4, 6, 8, 11, 13, 14, 15, 16, 17, and so much of sect. 5 as relates to forging or uttering any instrument, and so much of sect. 29 as relates to any indecent assault, or any assault occasioning actual bodily harm, or any attempt to have carnal knowledge of a girl under 12 years of age.
16 & 17 Vict. c. 23. Sect. 41.
16 & 17 Vict. c. 30. Sect. 1.
16 & 17 Vict. c. 99. Sect. 12.
16 & 17 Vict. c. 102. The whole, as to the whole United Kingdom.
16 & 17 Vict, c 132. Sects. 10 & 11.
17 & 18 Vict. c. 33. Sect. 6.
20 & 21 Vict. c. 54. The whole.
21 & 22 Vict. c. 3. Sect. 10.
21 & 22 Vict. c. 47. The whole.
21 & 22 Vict. c. 79. Sect. 3.
21 & 22 Vict. c. 106. Sect. 50.
22 Vict. c. 11. Sect. 10.
22 & 23 Vict. c. 32. Sect. 25.
22 & 23 Vict. c. 39. Sect. 13.
23 Vict. c. 8. The whole.

ACCESSORIES AND ABETTORS.

Summary of the Bill (as amended by the select committee) intituled "An Act to consolidate and amend the Statute Law of England and Ireland relating to Accessories to and Abettors of Indictable Offences."

1. Accessories before the fact may be tried and punished as principals.

2. Accessories before the fact may be tried as such, or as substantive felons.

3. An accessory after the fact to any felony may be indicted and convicted either as an accessory after the fact to the principal felony, together with the principal felon, or after the conviction of the principal felon, or may be indicted and convicted of a substantive felony, whether the principal felon shall or shall not have been previously convicted, or shall or shall not be amenable to justice, and may thereupon be punished in like manner as any accessory after the fact to the same felony, if convicted as an accessory, may be punished; and every such accessory may be dealt with, indicted, tried, and punished in any county or place where the principal felony shall have been committed, or in any county or place in which such accessory shall be apprehended or be in custody, in the same manner in all respects as if his offence and the offence of his principal had been committed in such county or place, whether the act by reason of which he shall have become an accessory shall have been committed on the sea or on land, and whether within her Majesty's dominions or without; provided that no person who shall be once duly tried either as an accessory after the fact or as for a substantive felony, under the provisions of this section, shall be liable to be afterwards prosecuted upon the same facts.

4. Every accessory after the fact to any felony (except where it is otherwise specially enacted), shall be liable to be imprisoned for a term of two years, with or without hard labour, and to find sureties for keeping the peace.

5. If any principal offender shall be in anywise convicted of any felony, it shall be lawful to proceed against any accessory, either before or after the fact, in the same manner as if such principal felon had been attainted thereof, notwithstanding such principal felon shall die, or be pardoned, or otherwise delivered before attainder; and every such accessory shall upon conviction suffer the same punishment as he would have suffered if the principal had been attainted.

6. Separate accessories may be included in the same indictment in the absence of the principal.

7. Whosoever shall aid, abet, counsel, or procure the commission of any misdemeanor shall be liable to be tried, indicted, and punished as a principal offender.

8. Where any person shall, within the jurisdiction of the Admiralty of England or Ireland, become an accessory to any felony, whether such felony shall be committed within that jurisdiction or elsewhere, or shall be begun within that jurisdiction and completed elsewhere, or shall be begun elsewhere and completed within that jurisdiction, the offence of such person shall be felony; and in any indictment for any such offence the venue in the margin shall be the same as if the offence had been committed in the county or place in which such person shall be indicted, and his offence shall be averred to have been committed "on the high seas;" provided that nothing herein contained shall affect the laws relating to the government of her Majesty's land or naval forces.

9. Act not to extend to Scotland.

10. Act to commence on 1st of January, 1861.

Recent Decisions.

[*Equity, by* J. Napier Higgins, Esq., *Barrister-at-Law*; *Common Law, by* James Stephen, Esq., *Barrister-at-Law*.]

EQUITY.

Rights of Equitable Mortgagee—Suit to Realise Security.

Tuckley v. *Thompson*, V. C. W., 8 W. R. 302.

The rights of an equitable mortgagee by deposit of title deeds still remain in a state of uncertainty as to some very important particulars. At present it can hardly be said to be decided definitively, whether, in the case of an equitable mortgage, the Court of Chancery will decree a sale *or* a foreclosure, or whether it will treat an equitable mortgagee as having a right to choose either remedy. There have been several conflicting decisions upon the subject; and Mr. Fisher, in his valuable work on the Law of Mortgage, thus states their result:—"The principle," he says, "has been laid down, that where the equitable security is of such a kind as to entitle its holder to call for a complete legal security, there the mortgagee's remedy ought to correspond as nearly as may be with that of a legal mortgagee, and the decree should be for foreclosure. But where the equitable security is no more than a charge or lien on the estate, the only proper relief is by a sale. * * * The depositee of title deeds is also entitled to foreclosure where the deposit is accompanied by an agreement to execute a legal mortgage. And it appears to be settled, that where this stipulation exists, foreclosure only may be had. It seems to be doubtful in practice whether the same right belongs to equitable mortgagees with a simple deposit or with a memorandum without an agreement to execute a mortgage." Mr. Fisher, however, is of opinion that such mortgagees are entitled to foreclosure; although this opinion appears to be opposed to several *dicta* and reported decisions.

In *Tuckley* v. *Thompson*, the case turned mainly upon the question, whether a mortgagee by a deposit of title deeds without any written memorandum of deposit or agreement for a legal mortgage, is entitled to a *sale* of the mortgaged property. Upon the decision of this question, in the opinion of Vice-Chancellor Wood, turned the larger question, whether such a mortgagee is entitled to his principal, interest, and the costs of a suit, to realize his security and administer the estate of a deceased mortgagor, out of the general assets, in priority to the costs of the administrators? The Vice-Chancellor had no doubt—notwithstanding the conflict of some of the later authorities bearing upon the subject—that an equitable mortgagee is entitled to a sale of the mortgaged property. The main controversy hitherto has been, not as to the right of an equitable mortgagee to a sale, but as to his right to foreclose. The strict right of a legal mortgagee, without reference to the recent statute, 15 & 16 Vict. c. 86, s. 48, is to foreclose; and an equitable mortgagee has a right to obtain a legal security, and with it of course the rights of a legal mortgagee; so that foreclosure seems to be the first and strictest remedy of even an equitable mortgagee. Where a legal mortgagee had a bond or a covenant, the Court has the mortgaged property, and allowed the party to prove for the difference; but there has been some conflict of authority as to whether a legal mortgagee, by consenting to a sale, waives his right to have his debt paid out of the general assets. It has been considered, however—though perhaps not upon very satisfactory reasons—that the difficulty does not arise in the case of equitable mortgages, it being sometimes assumed that in all such cases the real contract implies a power of sale. Some obscurity has been introduced into this question by learned judges occasionally treating equitable mortgages and equitable charges or liens as identical. There can be no doubt, either at law or in equity, as to the rights of a party who has got a charge or lien upon property, whether real or personal; and perhaps it may be said as certainly, that in respect of the point now under consideration, the rights of legal and equitable mortgagees also coincide. In the present case, as we have seen, the right of an equitable mortgagee to have his principal, interest, and the costs of a suit instituted for the purpose of realising his security, and administering the estate of a deceased mortgagor, out of the general assets, in priority to the costs of the administrators, depended upon the question whether the equitable mortgagee was restricted to a right of foreclosure; or whether he was entitled to have the mortgaged estate sold. The suit (by summons) in this case was by the mortgagee, and prayed an account and payment of what was due to him, and in default that the property might be sold; and that if any balance remained due to the plaintiff it should be paid to him out of the personal estate of the mortgagor; and there was also a prayer for administration, if necessary. Wood, V.C., was of opinion not only that the plaintiff was entitled to a sale of the mortgaged property, but that he could prove for the balance, and that he ought not to be deprived of the costs of realising his security except the costs of the sale which the mortgagee must submit to lose in order to get the benefit of his security. The order, therefore, made in this case was, that the mortgagee should have his costs of the suit in priority to the costs of the defendants, who were the administrators of the mortgagor. The Vice Chancellor appears to have considered that until the case of *Jones* v. *Bailey*, 17 Ben. 582, there was a clear current of authority, to the effect that the remedy of an equitable incumbrancer was by sale. In that case, however, Sir John Romilly, M.R., is reported to have held that even a judgment creditor was entitled to a foreclosure, and not to a sale. According to Mr. Beavan's report, his Honour's decision proceeded upon the ground that a judgment creditor had that which was equivalent to an agreement to execute a legal mortgage, which would only entitle him to a foreclosure. There is some reason to doubt, however, the accuracy of the report, both from a note appended to it by the learned reporter, and also from the fact that the report varies from the decree contained in the registrar's book. Upon the result of all the authorities down to *Tuckley* v. *Thompson*—among which, however, there is considerable conflict—it may be stated generally—

1. That the strict right of a legal mortgagee independently of the recent statute (15 & 16 Vict. c. 86) being foreclosure only, and the utmost right of an equitable mortgagee (properly so called) being a right of acquiring the status of a legal mortgagee, it follows that an equitable mortgagee is only by strict right entitled to foreclosure.

2. A distinction is to be drawn between equitable mortgagees and persons having merely an equitable lien. The former class properly includes only those who are entitled to demand the execution of a legal mortgage. It comprises depositees of title deeds where the deposit is accompanied by an agreement to execute a legal mortgage, or where such appears to be the real contract between the parties. But where the contract amounts merely to an agreement for an equitable charge, as in many instances, where money has been secured by a simple deposit of title deeds unaccompanied by a memorandum, or by one which does not express or imply an agreement to execute a legal mortgage, the right of the lender is merely one in the nature of an equitable lien or charge.

3. In the last-mentioned class of cases the proper remedy of the equitable incumbrancer is a sale, and not a foreclosure.

4. The difficulty, however, remains as to what will constitute a sufficient basis for the presumption of law of an agreement for a mortgage, it having been assumed in some cases that a deposit of itself is sufficient evidence of such an agreement. However, notwithstanding the high authority of Mr. Fisher in favour of this assumption the general current of authority appears to be the other way; and although in the report of the case above there appears to be some doubt as to whether Wood, V.C., did not assume that a depositee of title deeds without agreement or memorandum is entitled to choose between either a sale or foreclosure, yet this assumption can hardly be considered to be consistent either with the general scope and result of his Honour's judgment, or with previous authorities in support of the actual ruling in this case, or with a sound view of the equities arising in it. It would certainly appear to be unreasonable to make the rights of parties bear an inverse ratio to the legal formality and solemnity of their transaction. If either a legal mortgagee or an equitable incumbrancer, who by force of a written agreement can insist upon a legal mortgage and thus clothe himself with the rights of a legal mortgagee, is only entitled of right to a foreclosure, why should an equitable incumbrancer who has no evidence whatever, either in the shape of a deed or written memorandum, of the nature of his contract, be allowed to choose between foreclosure and sale, and alone have the advantages which are incidental to the latter relief? It appears only fair and equitable, that if such equitable incumbrancers are entitled to a sale of the property, they should not be deemed entitled to a foreclosure.

5. The mortgagee in this case was held to be entitled, in addition to his principal and interest, to receive out of the general assets of the deceased mortgagor the costs of a suit to administer the estate, in priority to the costs of the administrators.

COMMON LAW.

PRACTICE—JOINDER OF PARTIES, LAW AS TO.

Holden v. *Ballantyne*, 8 W. R., Q. B., 390.

Prior to the Common Law Procedure Act, 1852, the consequences of a mistake in selecting the proper parties to be sued in an action on a *contract*, or at least of joining one not liable in the same suit with others properly made defendants, was necessarily fatal to the proceedings. If the defect appeared on the pleadings the action might be defeated by demurrer, motion in arrest of judgment, or proceedings in error; if otherwise, then by any plea which put in issue the contract alleged. On the other hand, the *omission* of a party who ought to have been joined could, even before this Act, have only been taken advantage of by a plea in abatement. Again, in actions for wrongs independent of contract, the only effect of joining a person not liable was to entitle him to an acquittal, and the omission of one jointly liable was of no consequence at all. These arbitrary rules being considered, by the Common Law Commissioners of 1850, to tend to a defeat of justice, they proposed, among other things, that actions on tort and contract should be assimilated with regard to the consequences of a misjoinder of defendants, and that the plaintiff should be entitled to recover against such defendants as should appear to be liable—guarding at the same time, by proper provisions, against parties being thereby hampered in their right of pleading a set-off. The recommendations, however, contained in their Report, upon the subject of joinder of parties, was not implicitly followed by the Legislature; who contented themselves with providing for the *amendment*, at the discretion of a judge, either before or at the trial of the cause, of any mistakes by way either of non-joinder or misjoinder of plaintiffs or defendants. In the Bill now before Parliament, based on the third Report of the commissioners, there are provisions according to which the misjoinder of *plaintiffs* will be of no consequence; but the commissioners do not repeat their advice with regard to the misjoinder of defendants, and the Bill is equally silent. Hence it follows that a mistake in this matter is at present, and will continue to be, important; for it is not in every case by any means that a judge in the exercise of his discretion will amend under the Procedure Act of 1852, and strike out the party improvidently joined. Of this the present case is an example. It was an action on an attorney's bill; and the judge at Nisi Prius being asked to amend the record by striking out the names of some of the defendants, refused, on the ground that *injustice* might be done by so doing; whereupon the plaintiff was nonsuited. The grounds for this opinion are not stated in the report of the application to the Court above to set aside this nonsuit, and, indeed, they do not appear to have there been mentioned. Mr. Justice Blackburn (the judge at Nisi Prius) contented himself with repeating his opinion to that effect; and the rest of the Court declined to interfere in a case where one of their brethren refused an amendment, though they said they would do so if an amendment were improperly made. This distinction has been taken with regard to other amending provisions in the Common Law Procedure Act, 1852; and particularly with regard to the 222nd section, which allows and directs such amendments to be made at the trial as may be necessary to ensure the determination in the existing suit of the real matter in controversy between the parties. (See, for example, *Wilkins* v. *Reed*, 15 C. B. 192.) Indeed, the same distinction was observed prior to the Act, in amending variances under 3 & 4 Will. 4, c. 42. (See *Sainsbury* v. *Matthews*, 4 M. & W. 343.)

MERCANTILE LAW AMENDMENT ACT, CONSTRUCTION OF—19 & 20 VICT. C. 97, S. 5.

Phillips v. *Dickson*, 8 W. R., C. P., 390.

This also was an action on an attorney's bill; but the point involved the construction of the Mercantile Law Amendment Act, 1856, and furnishes a useful reading of one of the clauses of that statute. By 19 & 20 Vict. c. 97, s. 5, it is provided in effect that every person who, being liable with another for any debt, shall pay the debt, shall be entitled to have *assigned* to him every "judgment, specialty, or other security," which shall be held by the creditor in respect of the debt, whether such judgment, specialty, or other security, shall or shall not be deemed at law to have been satisfied by the payment of the debt; and such person shall be entitled to stand in the place of the creditor, and use all the remedies, and, if need be, on indemnity given, his name, in any proceedings at law or equity, in order to obtain from the principal debtor indemnification for the advances made and loss sustained by the person who has paid the debt. This provision, it is believed, has never till the present case been resorted to in practice; and indeed, like many other efforts of modern legislation, its design is much better than its execution. It provides, for example, no machinery whatever for enforcing the proposed assignment—a blot in its construction which the proceedings in the present case immediately disclosed. A. and B. were concurrently sued in different actions, as provisional directors of a company for the amount of their solicitor's bill. In the course of the proceedings against B. a judge's order was made to stay the action against him on his paying certain instalments. While this order was in force a judgment was signed against A., who thereupon paid the whole debt, and was then desirous of having the judge's order in the action against B. handed over to him, that he might, if he pleased, enforce by means of it his claim for contribution. The question was, however, how to compel the plaintiff to hand over the order, and the experiment of an application to the Court for an order to that effect was tried. The Court, however, refused the motion (which does not appear to have been, as it certainly should have been, for a rule to show cause, but for a rule absolute in the first instance), and the Chief Justice suggested that an *action* was necessary for the purpose. Against this last opinion, however, there appear to be strong arguments. It could scarcely have been the intention of the Legislature to have created, without any express words, a fresh action for the purpose; and it is difficult to determine how the declaration could be framed, under the existing law, in any speculative action, with the object of compelling an assignment.

Correspondence.

THE VICE OF UBIQUITY.

It is a matter of considerable practical convenience to be able to correspond with another attorney, with the certainty of finding him or his clerk at the address given. I refer to the very common practice of some attorneys to publish their names in the *Law List*, at some half a dozen or more towns and places, having in reality but one permanent office at one of such places, though occasionally visiting the other places on market days, &c. The motive of putting their name down at so many places is of course sufficiently evident, viz., that of catching stray business from distant correspondents, who, seeing the name of an attorney as practising at a certain place, writes to him there. Only this week have I suffered from a week's delay in the service of a writ of summons, which I sent to an attorney whose name appears in the *Law List* for a certain town, some fortnight ago, and on writing last Wednesday to know why it was not served, I to-day have heard from him that he only received my letter on Thursday last, as he only went to the place in question occasionally!

My remedy for this is, that at the time of the annual renewal of certificates, attorneys should be obliged to state where their principal office is, and if they enter more places than one as practising at, they should be obliged to enter after their name at such other places "on market days," "occasionally," or "once a week," or as the case may be, and it should so appear in the *Law List*, that parties at a distance may know how to act, where the chance of delay was of consequence.

A hint of this sort to the Incorporated Law Society might be of good. AN ATTORNEY.

Bristol, May 12.

BILLS OF EXCHANGE.

In answer to R. E. J., every bill presumes a consideration until the contrary is shown. While the words "value received" are unnecessary to raise the presumption, they are insufficient to rebut evidence.

A month in the case of bills means a calendar month. The bill alluded to by R. E. J. became due on the 5th October, 1854, and may be sued upon (though not under the Summary Procedure Act) within six years from that date. E. M.

The following is an answer to R. E. J.'s inquiry:—It is stated, in "Chitty on Bills," by Russell and Maclachlan, 10 ed. p. 110, that the words "for value received" are not essential to the validity of an inland bill. Value received is implied in every bill, as much as if expressed in *totidem verbis*, per Lord Ellenborough, in *Grant* v. *De Costa*, 3 M. & S. 351, and *White* v. *Ledwick*, 4 Dougl. 247; see also "Byles on Bills," 7 ed. p. 71. In the same edition of "Chitty," p. 257, and also in "Byles," p. 174, it is stated that by the custom of trade, in bills and notes, a month is deemed a calendar month.

Thus, if R. E. J.'s bill at twenty-four months be drawn on the 2nd of October, 1852, it will be due on the 2nd of October, 1854, and (with the three days of grace) payable on the 5th October, 1854, and not barred by the statute till the 6th October, 1860.

A demand would not take R. E. J.'s bill out of the statute; but if a note be payable "twenty-four months after demand," whatever time may have elapsed before presentment, the two years additional must expire before the statute begins to run; *Thorpe* v. *Coombe*, Ry. & Moo. 388. A STUDENT.

POWER OF EXECUTORS.

I answer Mr. Maddox's question of last week, thus:—The executors have no right to assume the duties of trustees. Proceedings may be taken against them to administer; perhaps, under the 16 Vict. c. 86, sect. 45. They would probably have to pay the costs. If, however, the legatee takes no step, I do not think the executors could be made liable for loss hereafter, either at law or in equity. E. M.

COUNTY COURT COSTS.

A friend of mine was lately sued in the county court, and he prepared for trial in the action by the delivery of a brief to counsel, and subpœnaing witnesses. The plaintiff, however, declined to proceed to trial, and I am told that the defendant's costs are irrecoverable, unless a trial takes place.

Surely this should be remedied, as a different rule prevails in the superior courts. ETA.

Brighton, May 11.

TRADE PROTECTION OFFICES.

The principal object of trade protection offices and societies is, as I understand it, "the collection of debts, and the publication of a weekly black list;" but the collection of debts is made the chief object.

They do not call themselves societies or associations, but generally "offices." Why is this? Is it because they only consist of a private individual at starting, though in conjunction sometimes with an attorney? But perhaps the question to which I wish to call the attention of the profession has been thought of; if so, one can account for the word "offices."

Parties who subscribe to these offices become members, consequently we find that a trade protection office or society is in fact a trade protection company, in every sense of the word. If, then, it is a company, it naturally would have the advantages and liabilities of a company. The means of settling the liabilities of a company would therefore apply to a trade protection company, and it should be remembered that it is for the members' benefit alone the company comes into existence. Perhaps, then, some of your correspondents would advise on the following case, which is merely a supposition:—A. supplied a protection office with wine and spirits, from time to time, to the amount of £150. A. not being able to obtain payment, sues the secretary of the company, from whom nothing can be obtained (the secretary being a man of straw), the household and office furniture and effects are seized for rent, nothing in fact is left for A. What remedy is there for A., whereby he can recover his debt?

Are the members who form the company, and who alone receive the profits, liable? Could the company be wound up in Chancery, and each member made liable as a contributory?

The last question I should answer in the affirmative; but what do your subscribers say? W. M.

2, Adelaide-place, London-bridge,
May 12.

LAW PAPERS BY BOOK POST.

Pray allow me, through the medium of your columns, to appeal to the profession to discourage the prevailing habit of transmitting legal documents by the "book post."

The only advantage which such mode of transmission has to recommend it is, that it saves something (comparatively, I admit, considerable) in postage; but surely this cannot justify the risk that is run of the contents of the packet being disclosed to the prying eyes of an unprincipled or inquisitive official—one, perhaps, whose knowledge of his neighbour's affairs and difficulties may, as it is easy to conceive, lead to the most serious consequences.

Whether the profession generally has or has not hitherto viewed the matter in this light, I trust that by thus inviting attention to the subject I may be instrumental in putting a stop to a practice which every member of the profession ought to set his face against R. P.

The Provinces.

EVESHAM.—The remains of Mrs. Cheek, the lamented wife of Oswald Cheek, Esq., town clerk of this borough, were interred in the parish churchyard of All Saints, on Wednesday, the 9th inst. The pall-bearers were the Right Hon. Lord Marcus Hill, Edward Holland, Esq., M.P., C. Randall, Esq., William Gough, Esq., O. New, Esq., and F. C. Jewsbury, Esq. Mrs. Cheek died on the 3rd inst., in her 48th year, and has left a numerous family to lament her loss.

LIVERPOOL.—The following is a copy of a letter addressed by Mr. Dodge, the president of the Liverpool Law Society, to Robertson Gladstone, Esq., respecting the arrangement of the business in the magistrates' courts:—"Liverpool Law Society.—Dear Sir,—I have been requested by the committee of this society again to address you respecting the arrangement of the business in the magistrates' courts. At the meeting between the special committee of the Town Council and a deputation of this society, in December last, it was conceded by the special committee that the class of cases mentioned in this society's report ought to be adjudicated upon by a stipendiary magistrate; and the special committee undertook, on its report to the council, to suggest that arrangements should be made between the magistrates and the stipendiary, so as to meet the views of this society in this particular; and it was agreed that, in the meantime the appointment of a second stipendiary magistrate should remain in abeyance. This society was also requested to furnish a list of the statutes, the cases arising under which they wished to be heard before the stipendiary; and this was supplied to you on the 31st of December last. At the meeting of the Town Council, held on the 4th January last, when the appointment of a stipendiary magistrate was discussed, you remarked that the deputation of this society retired from the interview with the special committee under the impression—which corresponded very much with that made on your own mind—that, in the first instance, when the new stipendiary was appointed, there might be a very great improvement in the transaction of police business, by the classification of the cases,—all the particular cases in which a knowledge of law was required being transferred to the stipendiary magistrate's court. I have been favoured by the town-clerk with a copy of a letter addressed by Messrs. Wybergh and Garnett to you, on the 23rd of March, stating that the magistrates did not, at their meeting a few days previously, pass any resolution on the subject of the distribution of the business between the two courts, probably in consequence of the stipendiary magistrate having expressed his approval of the present arrangement, and having further stated his readiness to hear any case which (though falling within the lay jurisdiction) "both sides might mutually prefer" to have decided by the stipendiary magistrate. The committee of this society has considered this communication of Messrs. Wybergh and Garnett; and I am requested to say that, in its opinion, the course proposed is not satisfactory in itself, nor in accordance with the understanding come to between the special committee of the Town Council and the deputation of this society, confirmed at the council meeting of the 4th January last. If the ground upon which the magistrates arrived at their determination not to alter the present arrangement is, that the police business of Liverpool yields sufficient employment for a stipendiary magistrate, quite apart from other cases involving technical difficulties, it seems to this society the strongest proof it could desire that it was right in its original contention, that an additional stipendiary magistrate is required in Liverpool. I have, therefore, to request you to do this society the favour of bringing this question again before the Town Council at an early day.—I have the honour to be, dear sir, your faithful and obedient servant, (signed) THOMAS DODGE, President. 25th April, 1860."

WAKEFIELD.—There is considerable excitement in this town with regard to a communication which has been forwarded by the Lord-Lieutenant of the county of York to the Deputy Clerk of the Peace. The communication, we are informed, is with regard to the vexed question of the removal of the West Riding assize business from York to the West Riding itself. The Home Secretary, it is reported, has communicated to the Lord Lieutenant a statement to the effect that the West Riding assize business is to be taken from York, and has requested him to take the opinion of the magistracy as to whether it would be desirable to transfer it to Wakefield or to Leeds. That communication he has forwarded to the Deputy Clerk of the Peace, who will at once, and by circular, ascertain the opinions of the magistrates individually. A committee of the Town Council of Wakefield held a long sitting yesterday to deliberate on the steps it will be advisable to take in the matter.

Ireland.

Some observations fell from the Lord Chief Justice in the Irish Court of Queen's Bench, with regard to the conduct of counsel in accepting briefs to appear in cases, and absenting themselves upon the hearing of the causes. It appeared that Mr. Serjt. Fitzgibbon was the leading counsel in an action brought by an apothecary to recover damages for injuries sustained by the alleged negligence of the Great Southern and Western Railway, and the conduct of the case being left in the hands of a junior counsel, a member of the outer bar, the Chief Justice, when the case for the plaintiff had closed, remarked that if counsel could not attend on important cases they ought not to take briefs; his lordship further adding—

"That is my opinion, both professionally and speaking morally. I see here each day before me able men outside the bar, and I do not see why the inner bar should take nearly all the business, when the parties, by that circumstance, are often deprived of the benefit of counsel. I do not apply this observation to any gentleman in particular; but, in my opinion the inner bar, and, indeed, the whole bar, I would say, should divide the business of the courts, and apply themselves, as they do in England, to particular courts. It would not be to the injury of their emoluments. They would still have the same amount of business, only divided in a way that would enable them to do justice to their clients, and to discharge their duties as they ought to do towards the public."

After his lordship had delivered his charge, and the jury had retired to consider their verdict, Serjeant Fitzgibbon, who had come into court in time to address the jury for the defence, made some objections to the charge.

The CHIEF JUSTICE.—You were not here during the evidence, Mr. Serjeant Fitzgibbon, and you now make an objection to the charge.

Mr. Serjeant *Fitzgibbon.*—I heard every word of the charge.

The CHIEF JUSTICE.—You did, but you did not hear the evidence.

Mr. Serjeant *Fitzgibbon.*—My objection is wholly irrespective of the evidence.

The CHIEF JUSTICE.—I only desire that the circumstances under which you come in to object to the charge should be known.

Mr. Serjeant *Fitzgibbon.*—My lord, the circumstances are known to everybody in court. I was necessarily in another place doing another duty, and I am here now to do this duty, and quite in time to do it.

The CHIEF JUSTICE.—Yes, having come in at the last stage of the case.

Mr. Serjeant *Fitzgibbon.*—Your lordship will receive the exception.

The CHIEF JUSTICE.—Certainly. You came in at the close of the case, and—

Mr. Serjeant *Fitzgibbon.*—With great respect, I must say that there is not the least ground for making any observation upon my conduct as counsel—not the least; and I do not recognise the justice of any such observation. I have a duty to discharge by one client as well as by another. I was obliged to be on my legs this morning in the Court of Exchequer, in a case that closed yesterday evening on the other side. I came in here, and remained until I was imperatively called to the other court. I do not make any engagement, and never did nor will engage to be in a particular place for one client at a particular time. Your lordship never did so, I am sure, when at the bar.

The CHIEF JUSTICE.—For the last 20 years of my life at the bar I never went out of one court.

Mr. Serjeant *Fitzgibbon.*—That may be, my lord, but it is the practice of the bar.

The CHIEF JUSTICE.—It was not the practice of many eminent men I knew when at the bar. It is not now the practice in England.

Mr. Serjeant *Fitzgibbon.*—In England the practice is only observed in the Chancery courts; but, with reference to your lordship's observations, I do not recognise the right of any judge to observe upon the conduct of counsel.

The CHIEF JUSTICE.—You will not, if you please, enter into a controversy upon the right of the judge. I do not mean to discuss the topic with you.

The jury here returned into court, and the foreman stated they had agreed to their verdict, and handed down the issue paper to the registrar. Verdict for the plaintiff—£300 damages.

Scotland.

We understand that Mr. Andrew Murray, jun., Writer to the Signet, has been appointed Crown agent for Scotland, in the room of the late Sir John Melville. Mr. Murray passed as Writer to the Signet in 1837.

Foreign Tribunals and Jurisprudence.

REPORTS OF FRENCH CASES INTERESTING TO ENGLISHMEN.

[*By* ALGERNON JONES, *Esq., Advocate in the Imperial Court of Paris.*]

A case involving points of some interest to aliens has been recently decided by the Imperial Court of Paris; the facts were the following:—A Frenchwoman married in 1840, at Petersburg, a subject of the Grand Duchy of Baden, named Messmer. They made each other a reciprocal gift of all their property; and there being at that time no consul for Baden at Petersburg, they had the instrument drawn by the French consul. After the death of her husband in 1854, Madame Messmer obtained, by an order of the Court at Petersburg, possession of his property, under the deed of gift. In 1858, she returned to France and established her residence near Paris. In 1859, a cousin of the deceased, Jacques Messmer, domiciled in France, but without naturalisation or authorisation of the French Government, demanded that an inventory should be tken of his property, of which his widow was in possession, with a view to claiming the same, but was refused by a judge in chambers, by reason of the donation made to Madame Messmer by her husband. Thereupon Jacques Messmer brought an action against the widow to have the donation set aside as having been made before an officer incompetent for that purpose, and also as being contrary to the rule of French law which prohibits reciprocal donations by the same deed. To this suit Madame Messmer pleaded in abatement that it did not lie within the jurisdiction of the Court; the subject matter of the same not being such as would give a French Court jurisdiction between aliens, which both the parties were, one by birth and the other by marriage. The plea of alienship in the widow the plaintiff traversed upon the ground that she had recovered her French nationality by the fact of the death of her husband; combined with that of her subsequent residence in France. By a strange forgetfulness, and as if to confirm the plea of the plaintiff, that she was a French subject, she petitioned the court that the plaintiff should be required to give security for the costs of his action, which alien plaintiffs are bound to give only to defendants who are in the enjoyment of French civil rights; but before the judgment she gave up that claim.

The judges of the Tribunal of the First Instance of Paris decided that they had jurisdiction, on the grounds that Madame Messmer, the defendant, had recovered her French *status* by establishing herself in France subsequently to the death of her husband; and that even if such had not been the case, the application of the plaintiff was for an inventory, a measure merely of protection, and not entrenching at all upon the rights of the parties, such as the French courts were competent to order between aliens.

This decision was appealed from by Madame Messmer, and it was quashed on the 28th April last, by a judgment of the First Chamber of the Imperial Court, which decided that the French Courts could take no jurisdiction in this matter; it being of a nature which went beyond the competence of the French Courts as between alien parties; the application of the plaintiff tending not merely to have an inventory taken, but to assail the donation itself; and therefore to obtain a judgment operating upon the very foundation of the rights of the parties. The Court held Madame Messmer to be an alien, because she did not come under either of the provisions of the article 19 of the Code Napoleon, which enacts that a French woman married to an alien will recover French nationality either if she return to France with the consent of the French government, and makes a declaration that she intends to establish herself fully in that country; or if she be resident there *at the time of her husband's decease.* Jacques Messmer before the Court of Appeal had pleaded that Madame Messmer was estopped from claiming the benefit of her alien *status*, by reason of her having demanded the *cautio judicatum solvi*, which such defendants only as enjoy French civil rights are justified in claiming. But the Court ruled that the claim having been retracted before the

judgment in the Court below, no advantage could be taken thereof against Madame Messmer. The decision would, no doubt, upon this point, have been different, had Jacques Messmer pleaded the estoppel before the retractation of the demand.

The rule laid down by the Court that the French courts have no jurisdiction between aliens (though liable to a great many exceptions), and the limitation of the same where the suit is merely for protection in provisional cases, are too well settled to require to be fortified by quotations. That ordering an inventory does not go beyond the authority of the French courts, has been decided by a judgment of that of Paris of the 12th of August, 1846. But the length of time which had elapsed since the death of the party whose property was sought to be inventoried, and the fact that his domicil and place of his decease had not been in France, would have been serious objections to the application for an inventory, had not the Court cut it short on more radical grounds.

An objection might, no doubt, also have been taken by Madame Messmer against the demand for an inventory, from Jacques Messmer not showing that he had brought a claim before the competent foreign court against Madame Messmer, grounded upon a right which would justify him in claiming the property.

That part of the judgment which settles the conditions which a Frenchwoman, the widow of a foreigner, must fulfil to recover French nationality is also in accordance with well established principles. A mere return to and establishment in France are not sufficient. If her residence was not in France at her husband's death, her return to France must be authorised by the French Government to make it available to her in this respect; and she must further make a declaration that her purpose is to remain domiciled in France. Such are the consequences which must be drawn from the article 19 of the Code Napoleon, if proper attention be paid to the grammatical construction thereof. Many authorities go to the length that the declaration which the article 19 would appear at the first glance to require from the widow, only where her residence was not in France, at the time of her husband's death, must also be made by her even when she did reside in France at that time. (See "Aubry et Rau, Droit Civil," vol. i., page 244, note 6, and the authorities therein.) And both grammar and the general rules of the law of France will certainly back that opinion.

Societies and Institutions.

JURIDICAL SOCIETY.

A paper, by Walker Marshall, Esq., Barrister-at-Law, on "The Common Law Courts and Equitable Jurisdiction," was read at the meeting of this society, on Monday, the 7th inst. It was as follows:—

The society will doubtless remember that some eighteen months ago a discussion took place here, upon what is popularly called the fusion of law and equity. Previously to that the Attorney-General, in the inaugural address delivered by him, as first president of this society, upon the 12th of March, 1855, had struck the key-note of reform, and in indicating the history of the division of the two jurisdictions, suggested the means of their union. The subject on which I shall have the honour of reading this evening is not, therefore, invested, in this room, with the attraction of novelty. But, considering that since the occasions to which I have referred the Common Law Commissioners have presented their third report, in which they recommend, that the common law courts should be invested with all equitable powers necessary to enable them to deal completely and finally with every suit properly initiated in these tribunals, so as to supersede in every case the necessity of the intervention of a court of equity, either before or after judgment; seeing, further, that a Bill carrying out these recommendations to their full extent has been presented to the Legislature, and has undergone an interesting discussion in the House of Lords, where it has been read a second time, and been referred to a select committee; it can scarcely, I think, be considered superfluous or ill-timed, if this question is brought before the society, now that it has entered upon a new phase, and that a practical issue has been raised regarding it.

I believe the greatest difficulty connected with the subject, and that which offers the most obstinate resistance to the efforts of those who desire to see law and equity administered by one tribunal, lies in the use of the word "equity." The primary meaning of this word differs widely from the technical sense Indeed, I apprehend that neither in the initiation of the jurisdiction of the Chancellor, nor in the principles pursued after the jurisdiction was established, will there be found much trace of that most vicious of all judicial modes of action, namely, the adjudicating according to the mere moral sense of the judge, respecting which it has been sarcastically observed that under such a system the equity of each different Chancellor would vary like to the measure of his foot. If such a state of things ever existed in this country it has long ceased to exist. On the contrary, the equity administered by our tribunals seems in exact accordance with the definition given by Grotius, "De Æquitate," § 3:—"Æquitas est virtus voluntatis, correctrix ejus in quo lex propter universalitatem deficit." Further, courts of equity admit that the foundation of both jurisdictions is the same by their maxim *æquitas sequitur legem*.

It was not, in fact, from any defect of the common law, nor from any incapacity in the Legislature to deal with all the rights arising out of the complex relations and dealings of mankind, that the equitable jurisdiction among us was established. The chief reason, I suspect, is rather to be found in the inflexible determination of the common law tribunals to adhere to established writs, forms, and processes; and that the equity tribunal, when it possessed itself of the litigated matter, dealt and deals with it very much in the same way that the common law tribunal would have done, if it had arrogated, or been invested with, an appropriate process. As said by the Attorney-General in the address to which I have already referred, "It was justly observed by one of the judges in the reign of Henry VI., that if actions on the case had been allowed by courts of law as often as occasion required, the writ of subpœna would have been unnecessary; or, in other words, there would have been no distinction between courts of law and courts of equity, and the whole of the present jurisdiction of the Court of Chancery would have been part of the ordinary jurisdiction of courts of law. But, unfortunately, the spirit of the statute of Westminster the second was not carried out by the judges of the courts of common law; and in the time of Edward III. they declined to act upon writs to which the existing formulæ of pleading, or counting as it was then called, were inapplicable."

Let us test this by examining a few of the most familiar heads of equitable jurisdiction. Inquiring as to each, whether there is anything in principle antagonistic to the rules of law, or anything with which a court of common law could not deal on the ground that it is to be judged of only by applying natural reason, or, if you please, equitable considerations—for if there is not, it may fairly be assumed that it was only the defect of *process* which brought it within the jurisdiction of the Court of Chancery.

Take, for example, a very common head of equitable jurisdiction—specific performance. Is there anything about that which is not quite as much legal as equitable? The obligation to deliver goods or an estate which the defendant has sold, is an obligation quite as perfect as the obligation to pay money for which he has given his bond. It is obviously only by reason of the want of adequate process that the common law tribunals did not grant this relief. If they had chosen to create a new writ, although, as in the old action of ejectment, a fictitious one, they might have compelled specific performance by delivery of an estate sold, and the making of a title to it, just as by ejectment they put the owner in possession of his land; and they might have compelled the delivery of goods sold, by a similar rectification of process, just as they compelled the delivery up of goods to the owner, by the action of detinue, where his chattels were wrongfully detained.

Specific performance suggests injunction; for as the one compels the performance of a private obligation, the other restrains the party bound to perform such obligation from committing a breach. Surely this is strictly as much a legal right, as the title to damages after the breach is committed.

So far as an argument in favour of investing common law courts with powers to grant relief at present afforded exclusively by the courts of equity, may be derived from the fact that such relief has been granted by these courts, such examples are not wanting. Not many years have elapsed, since the common law courts had jurisdiction, in at least two instances, to protect a person against a threatened injury, and to enforce specific performance of a private obligation. In both these instances this protection and relief were afforded before any damage had been sustained, and before any cause of action had arisen. So that it would be difficult to cite any instance, in which, according to the prevalent technical distinction, the case would be one more distinctively equitable. One of these instances is afforded by the writ *curia claudenda*, by which the

owner of land was protected against an apprehended damage likely to result from the neglect of an adjoining owner to fence his land. As said by Fitzherbert in his "Natura Brevium," p. 127, "A man shall have this writ *quia timet*." This writ was abolished by the statute 3 & 4 Will. 4, c. 27. The other instance in which the common law courts granted specific relief against a threatened invasion of a right, is afforded by the writ called *warrantia chartæ* abolished by the same statute. By this writ the feoffee of lands by deed with warranty, could compel his feoffor or his heir to warrant the lands to him. Although this relief was granted for the purpose of protecting the feoffee in cases where he was impleaded in assize or other action in which he could not vouch or call to warranty; yet it is laid down by Fitzherbert in his same work on Writs, p. 134, that "A man may sue forth this writ of *warrantia chartæ* before he be impleaded in any action." Therefore, by these two writs not only was specific relief given by courts of law; but that relief was extended before any invasion of the right thus protected and enforced.

It is, perhaps, not unworthy of notice that in the practice thus established of granting the writ *warrantia chartæ* before the feoffee was sued, there may be discovered a trace of that kind of relief which consists in the declaration of a right not attacked, at present a matter of purely equitable jurisdiction. How it was that this principle never germinated into that wide field of relief which obtains, I believe, in all systems founded on the civil law, of declaring the *status* of individuals, and the right to property, and thus guarding against the infirmity and casualties of human testimony, is perhaps one of many examples of the manner in which our system came to be built up. Some exigencies were met and others neglected.

I entertain no doubt that a deeper investigation into the modes and principles of action of the common law courts would bring out other instances in which they acted not merely in analogy with, but exactly in the same way in which the courts of equity act, and according to the principles by which they are governed. I will mention only one other case, in which, as it appears to me, the common law courts act according to a rule as "equitable" as any laid down or applied by the Court of Chancery. A plea showing that in case the plaintiff recovered the defendant would have a cause of action to recover back the same sum, is admitted as a good defence to avoid what is called "circuity of action." In other words, the court of common law modifies the strict legal rights of the parties, in order to avert the inconvenience of a multiplicity of suits; or of two actions being brought the judgments in which would neutralize each other. In this rule we find something not unlike the principle acted upon in the equity courts, in requiring that all the persons materially interested in the subject of the suit should be made parties to the suit, in order that a decree may be made once for all decisive on the subject matter. Lord Redesdale, in his Treatise on Pleadings, p. 164, states the object of this rule of courts of equity to be "to make the performance of the order of the Court perfectly safe to those who are compelled to obey it, and to prevent future litigation."

But it was not only the want of adequate writs, and the obstinate adherence of the common law tribunals to the ancient forms, which occasioned the necessary interference of the Court of Chancery. Another cause was the want of officers, and of appropriate machinery for investigating complicated transactions. The most striking example of a transfer of jurisdiction through this cause is afforded by the action of account, a common law remedy, but which to all practical intents has become transferred to the Court of Chancery, avowedly and solely on the ground of defective machinery in the courts of common law.

There is yet another reason for the Court of Chancery having assumed jurisdiction arising out of the rigid adherence of the law courts to certain conventional rules, notwithstanding, in particular cases, such adherence was against strict right. Upon this head there is greater apparent foundation for calling the jurisdiction of the Court of Chancery equitable, than upon either of the others already mentioned. But, inasmuch as the law tribunals acted upon the same principles as the Court of Chancery, when the matter presented itself in a shape which did not infringe these rules, the reason, I apprehend, is rather to be found in the attachment to the rules themselves, than in the nature of the subject matter. Thus, the common law courts would enforce a deed or written contract according to its letter, notwithstanding, by mistake, it expressed that which was not the intention of the parties, and the invariable adherence to this rule induced the Court of Chancery to reform the contract. Yet, at the same time the court of law would open an account stated, and balance mutually settled between the parties, on the ground of mistake.

It may, perhaps, admit of question, whether the abnegation of the rights of *cestui que trusts* at common law is not, as regards personalty, referable to a technical rule. With respect to lands, it arose probably from reasons connected with the incidents of tenure under the feudal system. But with reference to personalty, what is there, it may be asked, in the duty of a trustee less positive or absolute than that of a bailee; and why could he not be called to an account in a court of law? The reason, perhaps, was because there was no privity; that is, because the trustee did not promise *to him* to stand possessed of the fund for his benefit; it was to another he made the promise, and on this ground the *cestui que trust* was not regarded as a person having any rights whatever. If this was the reason for the rule, surely the rule was a technical one. Should it be said that courts of equity came to have jurisdiction in these cases by reason of their faculty of sifting the conscience of trustees, then that merely shows that there was the further ground of the defect of adequate machinery, namely, the administering of interrogatories in courts of common law to the defendant. But my only object at present is, to show that it was not by reason of any inherent equity in the subject matter; but on account of defective process, a rigid adherence to forms, and an inflexible attachment to rules that the Court of Chancery came to the aid of the law courts, and averted some measure of the injustice which would otherwise have ensued.

These observations or surmises have, of course, no application to that jurisdiction exercised by the Court of Chancery over the persons and property of infants and lunatics, or to any matters in which it discharges the functions of a guardian or protector, and acts rather in an administrative than judicial capacity; but only to that equity jurisdiction which is professedly in aid of the law.

An argument might be adduced in favour of the view here taken, founded on the mode in which the defective common law jurisdiction has been amended in our own day. Where it has been desired to give common law courts jurisdiction previously possessed by equity courts only, that object has been effected simply by arming those courts with an adequate process. Thus the common law tribunals have been invested with what is called equitable jurisdiction on the report of a commission to inquire into "the process, practice, and system of pleading" in the courts. The power to grant discovery is conferred by a provision that the Court shall have power to order a party to answer an affidavit, and that neglect or refusal to comply shall be a contempt. So of the supplemental relief by specific performance, given also by the second Common Law Procedure Act, that is conferred by simply providing that a plaintiff may claim, and the Court may grant a writ of *mandamus*. So of injunction it gives the writ merely. There is no provision that "it shall be lawful for courts of common law to enforce performance or restrain a breach"—the process is given, and that is all. Again, the same Act enables the Courts to entertain certain equitable defences, not by saying, that so and so shall be a legal answer to a claim; but merely by enabling the defendant to plead, and by empowering the Courts to receive such defence.

But however artificial the distinction between the jurisdiction of different tribunals may be, unless some inconvenience ensues, the distinction may afford the increased accuracy and efficiency resulting from the division of labour. Upon examination, however, I believe it will be found that in the instances to which I have referred, and many others too numerous to mention, the delay, embarrassment, uncertainty, expense, and surprise, due to this artificial distinction, very far outweigh any advantage from the division of labour.

In reviewing the evil arising out of the distinctive jurisdictions, I shall take the liberty of referring to the time when the distinction existed in all its integrity, that is, before the reforms of the last eight years. Happily, in speaking of many of these inconveniences, it is necessary to use the past tense.

It is now a principle which meets with tolerably general acceptance, that a tribunal should be invested with plenary power to deal entire justice in any matter within its jurisdiction, without the aid or intervention of any other court whatever. When this principle is admitted, then it is acknowledged that the necessity for the intervention of a court of equity during the progress of a suit, or its interference with the judgment, arose from an allowed evil.

Now that the limits within which the Court of Chancery acts have been defined by some of the most subtle and exact minds that ever illustrated the law of any country, and has, in most instances at least, been set out, as it were, with metes

Whig section. The melancholy occurrence took place on Thursday, the 10th inst., to the regret of a large circle of friends, whose respect and esteem he had won by an honourable and upright course of conduct. As a public-spirited and benevolent citizen, he was well known, not only in the town of Leeds, but throughout the county of York. He was born on the 22nd of May, 1773, and had, therefore, at the time of his death, within a few days, reached the ripe old age of 87 years. The abilities and high character of Mr. Tottie led to his being selected, in the year 1807, as one of the principal agents of Lord Milton in the great contested election for the county of York, which took place in that year, when he displayed so much energy and ability in the conduct of the election that he became the personal friend, as well as political agent and counsellor, of the Whig leaders, and so continued until the constituency of the county of York was divided. On his retirement from his position as agent for the Whig party after the Reform Act, Mr. Tottie received an address signed by all the Liberal members, and many of the leading gentry of the county, expressive of gratitude for his long services, and the highest respect for his character. He was elected an alderman of the reformed corporation of Leeds in 1836, and subsequently, in 1837, was chosen mayor, which office he filled with dignity and efficiency. The deceased gentleman was an intimate friend of the late Right Hon. Matthew Talbot Baines, M.P. for Leeds, whose nomination he proposed at the election in the year 1852. The borough magistrates and members of the corporation of Leeds were desirous of testifying their regard for the man by following his remains to their last resting place, but the deceased gentleman had given express directions that his funeral should be strictly private.

Since the foregoing notice was in type, we have been indebted to a correspondent for the following contribution:—

Although Mr. Tottie had reached the age of 87 years, and had for some time been an invalid, neither his friends nor the public had been led to expect his death so soon. In the course of the week in which he died he had been able to take carriage airings, and appeared no worse than usual till within a few hours of his death. His decline in life may be truly described by the trite but expressive phrase "a green old age." In figure he was tall and slender, but he enjoyed good health, which was the result of judicious and temperate habits. Though long withdrawn from active public duties, few men were better known in Leeds than Mr. Tottie; his upright figure, snow white hair, aristocratic bearing, and distinguished presence could not fail to be remembered by all who saw him. Many persons have thought that in personal appearance Mr. Tottie bore a great resemblance to the late Earl Grey. Mr. Tottie was 87 years of age, and had been a member of the legal profession for about sixty years, having been during nearly the whole of that time in practice as a solicitor in Leeds. He ceased to engage in professional duties entirely about four years ago, in consequence of increasing age and infirmities, and was succeeded by Mr. Robert Arundel, of Pontefract. In politics Mr. Tottie was a Liberal, and was an active and zealous supporter of his party, though, being a warm advocate of national education, he was on that question opposed to some of his political friends. He took a prominent part in a great public meeting in the Coloured Cloth Hall Yard, convened for the purpose of discussing the subject of national education, when the late Mr. Edward Baines spoke on the other side, or in favour of voluntaryism. For his services on behalf of the Liberal cause in Leeds and the West Riding, he received the cordial acknowledgments of the leaders of the party on more than one occasion; and he was presented with a silver cup by the four members who last represented the entire county of York, Lord Morpeth, Sir J. V. Johnstone, George Strickland, Esq., and J. C. Ramsden, Esq. In 1836, Mr. Tottie was elected an alderman of the borough of Leeds, and in the following year he was chosen mayor. He was also placed on the commission of the peace for the borough, and continued a member of the town council for several years. The duties of the various civil offices which he filled were discharged with uprightness and efficiency, and he deservedly possessed the goodwill and respect of his fellow citizens. Mr. Tottie was a person of distinguished abilities. His mind was comprehensive and remarkably acute. He was a man of nice honour, and strong will; whilst his manners were those of a gentleman of the old school, combining dignity with courtesy. He wrote and spoke with great effect, and was for a long course of years the professional agent of several noblemen in the county, including Lord Palmerston, the Earl of Rosslyn, and Earl Cowper. For some years past, his health had been failing, and about the last occasion on which he took part in any public event was in the year 1852, when he nominated the Right Hon. M. T. Baines as a candidate for the representation of Leeds. The father of Mr. Tottie was a Leeds merchant, and the deceased was born in Leeds. He had an elder brother who died recently at Anlaby, near Hull. During the greater portion of his life Mr. Tottie was an Unitarian, but for the last ten years of his life he attended St. George's Church, Leeds. The interment took place on Tuesday last, in the family vault at Coniston, near Skipton. The ceremony was strictly private, the following mourners and friends only being present:—J. W. Tottie, Esq., and Miss Tottie (son and daughter of the deceased); the Misses Tottie, Hull; Thomas Walker, Esq., Doncaster; William Garforth, Esq.; Captain Bischoff; John William Read, Esq.; Charles Crompton, Esq.; Leonard Lee, Esq.; S. Brewin, Esq.; S. Arundel, Esq.; and R. Arundel, Esq. (deceased's successor in business). Some of the shops in Leeds were closed until 1 p.m., and the large bell at the Town Hall was tolled from 12 to 1.

Admission of Attorneys.

NOTICES OF ADMISSION,

TRINITY TERM, 1860.

[The clerks' names appear in Italics, and the attorneys to whom articled in Roman type.]

Allen, George Peter,—E. Lawford, Drapers' Hall.
Ashton, John.—A. Harrisson, Frodsham.
Baily, Francis James.—Henry Miller, Frome, Selwood.
Bainbridge, George.—J. D. Holmes, Barnard Castle.
Barber, John.—Henry Moore Griffiths, Birmingham.
Barlow, George William.—George Bannister, New Accrington.
Batt, Henry Edward.—Henry Batt, Dyers'-hall, Dowgate-hill.
Beasley, Thomas. — Thomas Rushton, Uttoxeter; George Cooper, Uttoxeter.
Beaty, Henry Randall.—G. M. Evans, Farnham; G. W. C. Dean, New Broad-street.
Bidlake, John.—William C. Glover, Shiffnal; Robert Daniel Newill, Wellington.
Blake, Arthur Palmer—C. Blake, Serjeants' Inn.
Blyth, Robert Robson.—G. H. Seymour, York.
Boyle, William Carvill.—W. A. Boyle, 24, Bedford-place.
Brooke, Zachary.—Z. Brooke, New Boswell-court.
Brunton, Thomas Preston.—William W. Brunton, Hartlepool.
Burnand, John T. Newman.—E. E. D. Grove, Angel-terrace, Islington; J. G. Hick, Copthall-court.
Busby, Silas.—Joseph D. Sympson, Golden-square.
Clarke, Alexander Henry.—William Clark, Coleman-street.
Clayton, Charles Hoghton.—John Clayton, 10, Lancaster-place.
Clemmet, James, jun.—T. Crosby, Stockton.
Coulson, John.—C. C. Foottit, Newark.
Daniel, George Alfred.—Wilson Clement Cruttwell, Frome; Edmund Boyle Church, Southampton-buildings.
Day, Frederick William.—G. Game Day, St. Ives; J. Broughton, Peterborough.
Dotchon, Thomas.—M. Gray, Whitby.
Duncan, William Elliott.—J. Lamb, West Hartlepool; Edward Turnbull, West Hartlepool.
Fache, Charles James.—E. Bannister, John-street, Bedford-row.
Fawdington, Arthur Ellis.—Ellis Cunliffe, Manchester.
Few, Robert Hamilton.—Charles Few, jun., Henrietta-street, Covent-garden.
Froggatt, John George.—John Froggatt, 16, Clifford's-inn.
Gardner, James.—Robert Swan, Lancaster.
Godfrey, John Perry.—John Godfrey, Liverpool.
Grantham, William.—Henry Verrall, Brighton.
Greaves, Henry.—H. T. Darnton, Ashton-under-Lyne.
Green, Frank Henry.—Jenkinson & Co., Clement's-lane, Lombard-street.
Harding, Arthur Raymond.—Benjamin Austen, Raymond-buildings.
Harris, Henry Foard.—J. J. Blandy, Reading.
Harrison, Alexander.—Henry Hawkins, Birmingham.
Hewitt, Thomas.—G. Birch, Lichfield.
Holt, James.—J. B. Helm, Derby.
Hooper, Hugh Edwin.—A. F. Patterson, Southampton.
Hughes, Edwin.—James Colquhoun, Woolwich.
Hulton, James Cross.—John Hulton, Bolton-le-Moors.
Humphrys, Arthur.—Ellis Cunliffe, Manchester.

Jehu, Richard.—R. Cattarns, Mark-lane.
Jones, Augustus.—Samuel Peed, Cambridge.
Justice, Frederick John.—Henry John Davis, Newport.
Kersey, Walter Robert.—J. B. Ingle, 37, King William-street.
Killick, Henry Fison.—James Wood, Bradford, Yorkshire.
King, Francis Thornley.—J. Stone, Bath.
Lawrence, E. Rist, jun.—Joseph Garratt, Cambridge.
Leader, William.—J. Fielder, Duke-street, Grosvenor-square.
Leech, Samuel.—E. Gamble, Derby.
Lloyd, William Henry.—A. Edwards, Pontypool.
Lyon, Nash Edwards Vaughan.—J. W. Lyon, 7, Spring-gardens.
Maber, George Martin.—J. Gaskoin, Swansea.
Marshall, Thomas.—Robert Lawson Ford, Leeds.
Mathews, James Llewellyn.—W. Walton, Bucklersbury.
Maule, Augustus Henry.—Henry St. John Maule, Bath.
Minett, William Henry.—H. Minett, Ross.
Owen, Richard.—Owen Owen, Beaumaris; T. Helps, Chester.
Parry, Henry Edward.—H. Jones, Carnarvon.
Penny, William Hughes.—Edmund Byrne, Southampton-buildings.
Perrin, Samuel Henry.—R. Leonard, jun., Bristol.
Priestley, John Hessel.—Joseph Nowell, Barton-on-Humber.
Pugh, Warren.—F. A. Grant, King's-road.
Rawlins, Leonard Irvine Butlin.—Frederick William Thomas, 3, Fen-court, Fenchurch-street.
Rhodes, John.—John P. Allison, Thirsk.
Roberts, John Hugh.—W. T. Poole, Carnarvon.
Robinson, James.—W. Kennett, Brighton.
Rowley, Alexander Butler.—James C. Rowley, Manchester.
Shew, Henry Harford.—S. B. Merriman, Austin-friars.
Skipper, James Stark.—W. Skipper, Norwich.
Soden, Alfred James.—F. Barlow, Cambridge.
Stephenson, Robert.—C. M. B. Veal, Great Grimsby.
Tanner, William Benford.—John Tanner, Speenhamland.
Temple, John Alfred.—Thomas Henry Scarborough, Bloomsbury-square.
Thomas, Arthur.—Henry Rogers, Sheffield.
Trustram, William Prince.—D. Gaches, Peterborough; L. Hicks, Gray's-inn.
Waller, William Alexander.—William Waller, Verulam-buildings.
Watson, Robert Spence.—J. Watson, Newcastle-upon-Tyne.
Watts, Thomas.—Thomas Spooner, Leicester.
Webb, Matthew.—T. Rawlins, Wimborne Minster.
Webb, William.—D. W. Wire, Turnwheel-lane.

PURSUANT TO JUDGES' ORDERS.

Braham, David.—L. H. Braham, Furnival's-inn.
Draper, John Henry.—T. Draper, Banbury; D. E. Cameron, 19, Buckingham-street, Adelphi.
Eyre, Charles James.—Phippen & Craven, Bristol; Prichard & Collette, Lincoln's-inn-fields.
Hilleary, George Archer.—R. G. A. Hilleary, Fenchurch-buildings, Fenchurch-street.
Jones, George Ap Eyton Parry.—Frederick Potts, Chester.
Kruger, Henry James.—C. Fiddey, Temple; C. Bevan, Bristol.
Lovesy, Richard Whithorne.—E. L. Griffiths, Cheltenham; W. Matthews, Gloucester.
Sharood, Charles James.—Charles Sharood, Brighton.
Silburn, William.—H. Powell, Pocklington.

The select committee appointed by the House of Commons to inquire into the remuneration of coroners and the law and practice of inquests, have made their report. They recommend that for the sake of not diminishing the chances of detecting great crimes, the coroner should continue to take the initiative, and not be, as had been proposed, limited to cases where he is called upon to hold an inquest by a person duly authorized. They recommend, further, that the rule be that an inquest be held in every case of violent or unnatural death, or of sudden death where the cause is unknown, and also where, though the death is apparently natural, reasonable suspicion of criminality exists, or on any prisoner dying in gaol. They consider that the coroner should be paid by salary, to be fixed by the quarter sessions, the justices to be guided by the fees received in the last seven years, and provision to be made for a periodical revision if the duties increase or diminish, with power also to a coroner to appeal to the Home Secretary if a salary is awarded him disproportionate to that of other coroners. The mileage being still kept under the jurisdiction of the justices, would secure to them an inspection of the work performed. The election of coroners the committee would place in the hands of those who are on the register of voters for members of Parliament, the poll to be limited to one day. The jurors they consider should be ten neighbours summoned from the jury list of the county, and they see no reason why these jurors should be paid. The committee propose that a Bill be brought into Parliament, embodying these their recommendations, with one or two minor regulations for better carrying them into effect.

The candidates at Wakefield and Gloucester having done their part in spending money upon these two places, the public purse is now beginning to be drawn upon. A parliamentary return lately showed that the cost of the commissions of inquiry was £3,400, and the printing of the evidence taken has since raised that sum to above £4,000.

In the four months ending the 30th ult. 322 bankruptcies were gazetted in England. Of these fourteen took place in the Liverpool district, twelve in the Manchester, sixty-five in the Birmingham, thirty-eight in the Leeds, twenty-nine in the Bristol, seventeen in the Exeter, ten in the Newcastle, and 137 in the London. This total of 322 would give an aggregate of 966 for the current year, while in 1859 the number gazetted was 1,090.

The charges in respect of law and justice for the year will be found in Class 3 of the Civil Service estimates. The sum to be voted under this head is £2,565,301, an increase upon last year of rather more than £20,000; in addition to which there is a sum of £712,417 for courts of justice, which is charged on the Consolidated Fund, and not voted annually. The vote is not a measure of the public cost of crime, for it includes the expense of the civil courts, and on the other hand it does not include very heavy expenses which are raised by local rates. The chief part of the cost of the police force (except in Ireland) is thus raised:—An estimate of the expenses incurred in the prevention of crime and administration of criminal justice was made at the Home Office in 1850, and laid before the county rates committee, then sitting, and the sum total was £3,399,726. In the estimates we are now examining the vote for England is to be £756,943, for Scotland £140,951, for Ireland £887,816, and for prisons and convicts in the United Kingdom and abroad £779,591. The items are, of course, given in detail under each head, so that the charges for each court may be seen. The disproportionate amount of the vote for Ireland is attributable to the payment out of Imperial funds of the cost of the constabulary (£707,561), a body that numbers above 12,000 men. Our metropolitan police (not including the City police), whose numbers are about half those of the Irish constabulary, cost nearly £500,000 a year; but the Parliamentary vote is not much more than a fourth of the amount, and for the county and borough police of Great Britain also the Parliamentary vote (rather over £200,000) is for one-fourth of the charge. The vote for the County Courts shows that the annual expense of these tribunals exceeds £500,000, of which about £290,000 are raised by court fees; the sum of £87,362 for salaries of the judges and compensations, is charged on the Consolidated Fund, and the Parliamentary vote is £200,000, The vote for Scotland presents an increase of £10,000 for two years' payments to procurators fiscal, under a new arrangement as to their salaries for cases described as "formerly paid out of the rogue money." In Ireland there is an additional charge of £6,000 for compensation payable to the officers of manor courts abolished last session. The charge for the English Court of Probate and Court of Divorce (with the judge's salary) is £39,280, and the fees received exceed £55,000 a year, which would seem a very favourable statement, but we are paying above £100,000 a year in compensations to the proctors and officers. In a recent return the number of searches in Doctors'-commons is stated to have been 32,862 in 1859. Under the head of "Convict Services" the Government prisons at home are described as containing about 12,000 prisoners, and the cost for the year is estimated at £408,000, but that includes £50,000 for new buildings. There are also many convicts confined in the county gaols, and more than 4,000 in the convict establishments abroad, the latter at a yearly expense of nearly £200,000. Charges are made for the contemplated transportation of 750 or 950 male convicts during the present year, and £7,000 for expenses to be incurred in promoting the emigration and settlement of free persons in those colonies which receive convicts.

A deputation, consisting of Messrs. John Ellison and J. W. Bell, of Liverpool, and Mr. D. Boote, solicitor, of Manchester, accompanied by Mr. T. B. Horsfall, M.P., and Mr. J C. Ewart, M.P., had an interview, on Thursday, the 10th inst., with the

Right Honourable T. Milner Gibson, at the office of the Board of Trade, on the subject of the provision contained in the Joint Stock Companies Bill now before the House of Commons, "that in the case of a banking company, the shares into which the capital is divided shall not be of less amount than 'one hundred pounds' each;" and suggesting that banks should be equally at liberty with all other companies to fix the amount of their own shares. The deputation was courteously received, and their statements were listened to with marked attention. The right hon. gentleman acknowledged the importance of the subject, and promised to give it his earnest consideration.

It is reported that the Rev. Dr. Thompson, Provost of Queen's College, Oxford, and Preacher at Lincoln's-inn, will be appointed to the vacant bishopric of Durham.

A Parliamentary return has been printed, stating the number of excise prosecutions against traders during the last three years. In England there has not been a single prosecution against a distiller in that period. Against the papermakers of the whole of the United Kingdom there were seventeen prosecutions, and in fifteen of them a conviction. There was a considerable number of prosecutions (356) against licensed traders for using illegal materials for adulterating a much larger number for neglecting to renew the licence, and the largest number of all for carrying on business without a licence. The whole number of prosecutions in the United Kingdom in the three years was 3,802, and in 3,398 cases a conviction followed. Of the cases in which there was no conviction all but twenty-eight were prosecutions for being without a licecse, in many of which, probably, a compromise was made.

Court Papers.

Court of Chancery.

SITTINGS.—TRINITY TERM, 1860.

LORD CHANCELLOR.

Lincoln's-inn.

Tuesday, May 22...Appeal Motions and Appeals.
Wednesday ... 23...Petitions and Appeals.
Thursday ..... 24 } Appeals.
Friday ..... 25 }
Saturday ..... 26 }

NOTICE.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.

Chancery-lane.

Tuesday, May 22...Motions.
Wednesday ... 23 }
Thursday ..... 24 } General Paper.
Friday ..... 25 }
Saturday ..... 26...Petitions.

N.B.—Short Causes, Short Claims, Consent Causes, Petitions, and Claims, every *Saturday*. The Unopposed Petitions will be taken first, and such petitions must be presented and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

LORDS JUSTICES.

Lincoln's inn.

Tuesday, May 22...Appeal Motions and Appeals.
Wednesday ... 23 }
Thursday ..... 24 } Appeals.
Friday ..... 25 { Petitions in Lunacy and Bankruptcy, Appeal Petitions, and Appeals.
Saturday ..... 26...Appeals.

NOTICE.—The days (if any) on which the LORDS JUSTICES shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Vice-Chancellor Sir RICHARD T. KINDERSLEY.

Lincoln's-inn.

Tuesday, May 22...Motions and General Paper.
Wednesday ... 23 }
Thursday ..... 24 } General Paper.
Friday ..... 25...Petitions and General Paper.
Saturday ..... 26 { Short Causes, Adjourned Summonses, and General Paper.

Vice-Chancellor Sir JOHN STUART.

Lincoln's-inn.

Tuesday, May 22...Motions.
Wednesday ... 23 }
Thursday ..... 24 } General Paper.
Friday ..... 25...Petitions and General Paper.
Saturday ..... 26...Short Causes and General Paper.

Vice-Chancellor Sir W. P. WOOD.

Lincoln's-inn.

Tuesday, May 22...Motions and General Paper.
Wednesday ... 23 }
Thursday ..... 24 } General Paper.
Friday ..... 25 }
Saturday ..... 26 { Petitions, Short Causes, and General Paper.

Queen's Bench.

CROWN PAPER.—TRINITY TERM, 1860.

Metropolitan Police District. { The Overseers of St. Botolph Without, Aldgate, Appellants; The Board of Works for Whitechapel District, Respondent.
Cambridgeshire. Robert Sparrow, Appellant; The Churchwardens, &c., of Impington, Respondents.
Kent. The Queen on the Prosecution of the Maidstone Improvement Commissioners, Respondents; The Justices of the Peace and the Inhabitants of the County of Kent, Appellants.
Essex. James Patten, Appellant; Joseph Rhymer, Respondent.
Monmouthshire. Dennis Leary, Appellant; George Lloyd, Respondent.
Devonshire. Henry Chilcote, Appellant; Samuel Youlden, Respondent.
Warwickshire. Thomas Butler, Appellant; John Lord, Respondent.
Surrey. The Queen *v.* The Inhabitants of Putney.
London. The Queen *v.* The Saddlers' Company.
Breconshire. John Thomas, Appellant; Evan G. Williams, Respondent.
Middlesex. The Queen on the Prosecution of the Guardians of the Strand Union, Respondent; The Churchwardens, &c., of St. Giles in the Fields, Appellant.
Hunts. The Queen *v.* The Inhabitants of Fletton.
Gt. Yarmouth. The Queen on the Prosecution of Francis Worship & Others, Respondents; Richard John Harrod, Appellant.
Northumberland. George Embleton, Appellant; Henry Brown, Respondent.
Derbyshire. George Woolley, Appellant; James Carbishley, Respondent.
" George W. Tomlinson, Appellant; James Carbishley, Respondent.
Staffordshire. William Hayes, Appellant; John A. Stevenson, Respondent.
Metropolitan Police District. } Thomas Doick, Appellant; Alexander Phelps, Respondent.
Birmingham. William S. Till, Appellant; Thomas Walker, Respondent.
Brighton. Henry Hill, Appellant; Samuel Thorncroft, Respondent.
Essex. Eliza Clements, Appellant; Amos Smith, Respondent.
W. R. Yorkshire. Titus Thewlis, Appellant; Henry Richard Kay, Respondent.
Warwickshire. The Queen on the Prosecution of William Wheelwright *v.* W. K. R. Bedford & Another, Justices.
Staffordshire. The Queen on the Prosecution of the Churchwardens, &c., of Rushton Spencer, Respondent; The North Staffordshire Railway Company, Appellant.
Cambridge. The Queen on the Prosecution of the Churchwardens, &c., of St. Michael, Respondent; Henry Smith, Appellant.
Liverpool. Arthur B. Steele, Appellant; John Hamilton, Respondent.
W. R. Yorkshire. Charles Walker, Appellant; William Welburn, Respondent.
Newcastle-on-Tyne. } The Queen *v.* The Inhabitants of Elswick,
W. R. Yorkshire. The Queen *v.* The Rev. A. B. Wrightson, Clerk.
Metropolitan Police District. } Mark Loome, Appellant; John Baily, Respondent.
Kent. The Queen *v.* The Lords, &c., of Romney Marsh.
Tewkesbury. The Queen on the Prosecution of the Churchwardens, &c., of Tewkesbury, Respondent; The Severn Navigation Commissioners, Appellants.
Middlesex. The Queen *v.* The Inhabitants of the Parish of St. Marylebone.
Worcestershire. The Right Hon. William Baron Ward, Appellant; Jeremiah Thomings, Respondent.

Exchequer of Pleas.

SITTTINGS IN BANCO.—TRINITY TERM, 1860.

Tuesday ..... May 22..Motions and Peremptory Paper.
Wednesday..... " 23 { Errors, Peremptory Paper, and Motions.
Monday ..... " 28..Special Paper.
Wednesday..... " 30..Special Paper.
Thursday ..... " 31..Circuits chosen.
Saturday ..... June 2..Criminal Appeals.
Wednesday..... " 6..Special Paper.

ERRORS AND APPEALS.

FOR ARGUMENT.

Error. Pennington & Others *v.* Cardale & Others. (To stand over till Special Case amended).
Error. Darell, Bart., Administrator, &c., *v.* Sturgis, Provisional Assignee, &c.
" Collins *v.* Cave.
Error on Bill of Exceptions. } The Marquis of Salisbury *v.* Gladstone.
" Mc Kewan, P. O., &c. *v.* Babcock & Others.
Error. Russell *v.* Thornton.
Error on Bill of Exceptions. } Field *v.* Lelean.

Error. Irving v. Cuthbertson.
" The Birmingham and Staffordshire Gas Light Company v. Hipkins.
Appeal. Abbott v. Feary.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions, and to be proceeded with the next day if necessary before the motions.

Jessel v. Chaplin & Others.
Maltby v. Murrells.
Watson v. Bennett & Another.
Ex parte W. D. Harris, The Anglo French Porcelain Company (limited) v. Harris.

SPECIAL PAPER.

FOR JUDGMENT.

Dem. Dick v. Tolhausen.
Special Case by Order of Nisi Prius. The Hull Flax and Cotton Mill Company v. Wellesley.
Dem. The Hull Flax and Cotton Mill Company v. Wellesley.
" Yates v. The Mayor, &c., of Blackburn & Others.

FOR ARGUMENT.

Dem. Brewer v. Dimmack & Another.
" The London and North Western Railway Company v. The Great Western Railway Company.
" The Anglo Californian Gold Mining Company v. Lewis.
" Fresart v. Lawrence, sued with Others.

NEW TRIAL PAPER.

FOR JUDGMENT.

London. Swinfen v. Lord Chelmsford.
Croydon. Nixon v. Freeman.
" Nixon v. Freeman.
" Roderigues v. Mechi & Another.
" Jones, Widow v. Davies & Wife.
Middlesex. Croxon & Others v. Moss & Others.

FOR ARGUMENT.

London. Bovill v. Pimm & Another.
" Wyborn v. The Great Northern Railway Company.

MOVED MICHAELMAS TERM, 1859.

Bodmin. Chappell v. Bray.
Croydon. Alexander v. Worman.

MOVED HILARY TERM, 1860.

London. Lozano v. Durant.

MOVED AFTER THE 4th DAY OF HILARY TERM, 1860.

Middlesex. Beatson v. Skene.
London. Millership v. Brookes.

MOVED EASTER TERM, 1860.

Middlesex. Rigby & Another v. The Mayor, &c., of the City of Bristol.
London. Searson, Administrator, &c., v. Robinson.
" Reed v. Lemon.
Warwick. Peart v. Leeson.
Exeter. Beale & Another v. The South Devon Railway Company.
" Frost v. Bowers.
Taunton. Browning v. The Great Central Mining Company of Devon, Limited.
Stafford. Johnson v. Simcock & Another, in ejectment.
" Whitmore v. Smith.
" Webberley v. Clement.
" Wootton v. Snape.
Hereford. Lewis v. The Great Western Railway Company.
Chester. Gimson v. Walmsley.
" Mason v. The Birkenhead Improvement Commissioners.
" Gough v. Hardman.
" Legh v. Lillie.
" Parker v. Morris.
" Mackay v. Ford.
Cambridge. Crick v. Warren & Another.
Norwich. Cory v. Bond.
Kingston. Nayler v. Yearsley.
Chester. Plant & Another v. Taylor & Others.
" Appleton v. Morrey.
" Plant & Another v. Taylor & Others, In ejectment.
Newcastle. Reed v. Lamb.
Liverpool. Lythgow v. Vernon.
" Fraser & Others, Assignees, &c. v. Levy & Another.
" Fraser & Others, Assignees, &c. v. Levy.
" Robson v. Lees.
" Seymour v. Greenwood.

MOVED AFTER THE 4th DAY OF EASTER TERM, 1860.

Middlesex. Marsack v. Webber.
" Wheeler & Another v. Stevenson. In Ejectment, and Hagger.
" Lambert v. Farrell.

Court of Probate,

May, 1860.

The judge is unable at present to fix any days for the sittings of the full Court for Divorce and Matrimonial Causes.

As there are so few causes sufficiently forward to require it, the judge will not at present do more than fix Thursday, May 24, for motions.

All papers for motions must be left with the clerk of the papers before two o'clock on Saturday, May 19.

Divorce Registry, May 16, 1860. By Order.

Births, Marriages, and Deaths.

BIRTHS.

HEMMING—On May 13, the wife of G. W. Hemming, Esq., Barrister-at-law, of a son.
MEAD—On May 12, the wife of G. E. Mead, Esq., Solicitor, of a son.
WICKENS—On May 10, the wife of John Wickens, Esq., of Lincoln's-inn, of a daughter.

MARRIAGES.

LAWRENCE—BACON—On May 15, Nathaniel Tertius Lawrence, Esq., of Lincoln's-inn, to Laura, only daughter of James Bacon, Esq., Q.C., of 1, Kensington-garden-terrace.
MARSH—JALLAND—On May 10, Bower Marsh, Esq., of Rochester, Solicitor, to Ada Frances, youngest daughter of Mr. John Jalland, St. George's-square, Belgrave-road.
EMSLEY—GARSIDE—On May 10, William Emsley, jun., Esq., Solicitor, Leeds, to Susanna, eldest daughter of Robert Garside, Esq., coal owner, Leeds.

DEATHS.

FULLHAM—On May 13, in the 48th year of his age, Edward Fullham, Esq., Solicitor, of Dublin.
LIVETT—On March 5, at Melbourne, Alfred, seventh son of the late Andrew Livett, Esq., Solicitor, Bristol.
M'KENNA—On May 13, aged 18 years, Francis, son of William Alexander M'Kenna, Esq., Solicitor, of Dublin.
WHITWORTH—On May 11, Mr. John Whitworth, Solicitor, Manchester.

English Funds and Railway Stock.

(Last Official Quotation during the week ending Friday evening.)

	English Funds.	
	Bank Stock	227½
	3 per Cent. Red. Ann..	93
	3 per Cent. Cons. Ann.	94¼
	New 3 per Cent. Ann..	93
	New 2½ per Cent. Ann.	..
	Consols for account ..	94⅛
	Long Ann. (exp. Apr. 5, 1885)	17 5-16
	India Debentures, 1858.	..
	Ditto 1859.	96½
	India Stock	220
	India Loan Scrip.	..
	India 5 per Cent. 1859..	106½
	India Bonds (£1000) ..	..
	Do. (under £1000)....	..
	Exch. Bills (£1000)...	7
	Ditto (£500)....	4
	Ditto (Small) ..	4
	Railway Stock.	
Shrs.		
Stock	Birk. Lan. & Ch. Junc.	72
Stock	Bristol and Exeter	103
Stock	Caledonian	85¼
20	Cornwall	7
Stock	East Anglian	17
Stock	Eastern Counties	52½
Stock	Eastern Union A. Stock	38
Stock	Ditto B. Stock	27
Stock	East Lancashire	..
Stock	Edinburgh & Glasgow.	79
Stock	Edin. Perth, & Dundee	31½
Stock	Glasgow and South-Western	101
Stock	Great Northern	115
Stock	Ditto A. Stock	113¾
Stock	Ditto B. Stock	133
Stock	Gt. Southn. & Westn. (Ireland)	114
Stock	Great Western	67⅞
Stock	Lancaster and Carlisle.	..
	Ditto Thirds..	..
	Ditto New Thirds..	..
Stock	Lancash. & Yorkshire	102½

	Railways—*Continued.*	
Shrs.		
Stock	London and Blackwall.	70¼
Stock	Lon. Brighton & S. Coast	113½
25	Lon. Chatham & Dover	12
Stock	London and N.-Wstrn..	99½
12½	Ditto Eighths	⅛ dis.
Stock	London & S.-Westrn.	92½
Stock	Man. Sheff. & Lincoln..	41½
Stock	Midland	115½
Stock	Ditto Birm. & Derby	95
Stock	Norfolk.....	86
Stock	North British	62
Stock	North-Eastn. (Brwck.)	95
Stock	Ditto Leeds	81
Stock	Ditto York	79
Stock	North London.....	107
Stock	Oxford, Worcester, & Wolverhampton ..	46
20	Portsmouth.....	16
Stock	Scottish Central.....	117
Stock	Scot. N. E. Aberdeen Stock	35
Stock	Do. Scotsh. Mid. Stk.	89
Stock	Shropshire Union	50
Stock	South Devon	44
Stock	South-Eastern	84½
Stock	South Wales	68
Stock	S. Yorkshire & R. Dun	80
25	Stockton & Darlington	39½
Stock	Vale of Neath	59
	Lines at fixed Rentals.	
Stock	Buckinghamshire	99
Stock	Chester and Holyhead.	51⅛
Stock	Ditto 5½ per Cent...	127
Stock	Ditto 5 per Cent ..	115
Stock	East Lincoln, guar. 6 per Cent	140
50	Hull and Selby	112
Stock	London and Greenwich	63
Stock	Ditto Preference..	120
Stock	Lon., Tilbury, Sthend..	97
Stock	Shrewsbury & Hereff.	103
Stock	Wilts and Somerset ..	93

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CLIFT, WILLIAM, Gent., Castle-street, Leicester-square, deceased, One Dividend on £2,057 : 15 : 4 Consols.—Claimed by CAROLINE AMELIA OWEN, wife of Richard Owen, the administratrix.

HALL, LOUISA, Spinster, Ebury-street, Pimlico, £19 : 0 : 11 Reduced, and LOUISA HALL, Spinster, Twickenham, Middlesex, £38 : 1 : 11 Life Annuities.—Claimed by LOUISA HILL, wife of Samuel Prout Hill, Hobart Town, Tasmania, (formerly the said Louisa Hall, Spinster).

HARRIS, HARRY BULTEEL, RICHARD ZACHARIAH MUDGE, THOMAS HILLERSDEN BULTEEL, CHRISTOPHER HARRIS, and JOSIAS HAYNE DAWE, all of Plymouth, One Dividend on £2,374 : 8 : 4 Consols.—Claimed by HARRY BULTEEL HARRIS, THOMAS HILLERSDEN BULTEEL, CHRISTOPHER HARRIS, and JOSIAS HAYNE DAWE.

HOPEGOOD, ANDREW, Esq., Hadley, Middlesex, deceased, One Dividend on £3,100 Consols.—Claimed by CATHERINE ELIZABETH HOPEGOOD, Spinster, the surviving executrix.

HOWES, JOHN, Draper, Stamford, Lincolnshire, THOMAS HUTTON, Worsted Manufacturer, Newgate-street, London, deceased, and THOMAS JAMESON, Gent., Dumfries, N. B., deceased, £10 Consols.—Claimed by JOHN HOWES, the survivor.

POPE, HESTER, Spinster, Sloane-street, deceased, £166 : 7 : 1 Consols.—Claimed by SARAH POPE, Spinster, the administratrix.

PUNTER, HENRY, Gent., and MARTHA PUNTER, Spinster, both of Newington, Surrey, £60 New Three per Cent. Annuities.—Claimed by JANE WILHELMINA WILLIAMS, wife of Arthur John Williams, administratrix de bonis non of the said Henry Punter, deceased, who was the survivor.

THARP, BENJAMIN HAVORTON, of St. James's, Island of Jamaica, deceased, Three dividends on £3,971 : 2 Consols.—Claimed by THOMAS REID THARP, the administrator.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette and elsewhere.

DOWLAND, JOHN, formerly of Bengal, but late of 1, Royal Hill, Greenwich, Capt. in her Majesty's 67th Regiment of Foot, who died on or about the 24th of March, 1860. Next of kin to apply to Henry Revell Reynolds, Esq., Solicitor to the Treasury, Whitehall.

TUNSTALL, BRADBURY, and his wife, whose maiden name was Barford, and who resided in Lichfield in 1808. Children or representatives to apply to Messrs. S. & J. Cooper, Solicitors, Henley-on-Thames.

VANDOME, EDWARD WILLIAM, formerly of Kington, Hereford, but late of Box, Wiltshire, who died on or about July 15, 1858. Next of kin to apply to the Solicitor to the Treasury, Whitehall.

London Gazettes.

Winding-up of Joint Stock Companies.

UNLIMITED, IN CHANCERY.

TUESDAY, *May* 15, 1860.

TREVALGA SLATE COMPANY.—V. C. Wood will, on May 21, at 12, appoint an Official Manager of this Company.

LIMITED IN BANKRUPTCY.

FRIDAY, *May* 18, 1860.

EAST INDIA COTTON COMPANY (LIMITED).—Petition to wind up, presented May 14, will be heard before Com. Goulburn, Basinghall-street, on June 6, at 11.30.

LITTLE DOWN AND EBBER ROCKS MINERAL AND MINING COMPANY (LIMITED).—Com. Holroyd will proceed, on May 30, at 11, at Basinghall-street, to settle the list of contributories in Class A.

Professional Partnership Dissolved.

TUESDAY, *May* 15, 1860.

WEBSTER, THOMAS WILLIE, & DAVID WARDLAW, Scotch Solicitors & Parliamentary & Law Agents, Westminster, by mutual consent (Webster & Wardlaw). May 10.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *May* 15, 1860.

BURRELL, SAMUEL, formerly of Battersea, Surrey, late of 49, Poulton-square, Chelsea, Middlesex (who died on Dec. 11, 1858). Mossop, Solicitor, 60, Moorgate-street. June 23.

FUSSELL, SUSANNAH CHAFFEY, Widow, Wadbury House, Mells, near Frome, Somersetshire (who died on or about Nov. 2, 1859). Lovibond, Solicitor, Bridgwater, Somersetshire. June 20.

HIGGINSON, JOSEPH, Flour Dealer, formerly of Salford, but late of Sale Moor, Chester, Gent. (who died on March 30, 1860). Samuel & George Hadfield, Solicitors, 24, Fountain-street, Manchester. June 30.

MUSKETT, JAMES, Gent., formerly of Newton Flotman, Norfolk, and late of the Close, Norwich (who died on Feb. 10, 1859). Muskett, Gent., Surlingham, Norfolk; George, Gent., Cringleford; Yens, Gent., Temple-chambers, Fleet-street, London; Blake, Gent., Norwich, Executors. June 30.

NEALE, HENRY ST. JOHN, Solicitor, Ringwood, Southampton (who died on Jan. 28, 1860). Cottman, Solicitor, 3, Whitehall-place, Westminster, Middlesex. July 31.

ROHRS, MARGARET, Widow, 21, Exmouth-street, Commercial-road, Middlesex (who died on Feb. 2, 1860). Rohrs, Gent., Executor, 2, Mornington-villas, Wanstead-park, Essex. July 14.

SHEARMAN, MARIA, Spinster, formerly of Torrington-square, Middlesex, but late of 175, Euston-road, Middlesex (who died on Jan. 6, 1860). Shearman, Gent., Executor, 42, Buckingham-place, Brighton. July 14.

WILSON, ELIZABETH MIRIAM, Widow, Macclesfield, Chester (who died on Feb. 5, 1859). Higginbotham, Gent., Executor, Macclesfield. July 2.

FRIDAY, *May* 18, 1860.

AUSTEN, JOHN, Yeoman, Brede, Sussex, deceased (who died on or about Nov. 8, 1859). Neve, Wilson, & Farrar, Solicitors, Cranbrook, Kent. July 2.

BACON, JOHN, Esq., Sculptor, formerly of Newman-street, Oxford-street, Middlesex, and late of 35, Bathwick-hill, Bath (who died on July 14, 1859). W. & H. Parkinson Sharp, Solicitors, 150, Leadenhall-street, London. June 30.

LAMBE, HENRY, Solicitor, Truro, Cornwall (who died on or about April 4, 1860). J. G. Chilcott, Solicitor, Truro. July 1.

MASKELL, MOSES, Victualler, Newtown, Southampton (who died on Sept. 22, 1860). W. Hickman, Solicitor. July 2.

PEGUS, REV. PETER WILLIAM, late of 30, Baker street, Portman-square, Middlesex, and formerly of Uffington, Stamford (who died on or about April 21, 1860). Bircham, Dalrymple, & Drake, Solicitors, 46, Parliament-street, Westminster. July 2.

SELLON, WILLIAM RICHARD BAKER, Commander in the Royal Navy, late of Bournemouth, Hants, and formerly of Partyseal, Monmouth (who died on May 2, 1860). B. Whittington, Solicitor, 2, Dean-street, Finsbury-square, Middlesex. July 2.

SYMONS, JELLINGER COOKSON, Barrister-at-law, and one of Her Majesty's Inspectors of Schools, formerly of the Vineyard, Hereford, afterwards of Somerset House, Gloucester, and late of Great Malvern, Worcestershire (who died on April 7, 1860). W. Ley, Solicitor, 44, Lincoln's-inn-fields, Middlesex. July 12.

TANNER, ANN, Spinster, Sherwell House, Plymouth (who died on or about October 14, 1857). Phillips & Son, Solicitors, Plymouth. July 14.

WEBBER, CHARLES GEORGE, Esq., 5, Upper Woburn-place, Middlesex (who died on March 26, 1860). W. & H. P. Sharp, Solicitors, 150, Leadenhall-street, London. June 30.

WERRY, MARY, Spinster, St. Breock, Cornwall (who died on March 14, 1860). Coode, Shilson, & Co., Solicitors, St. Austell, Cornwall. July 20.

WILDE, SIR JOHN, Knight, Doctor of Laws, Chief Justice of the Cape of Good Hope, Hopeville, Cape Town, Cape of Good Hope (who died on Dec. 13, 1859). Edwards, Radcliffe, & Davies, Solicitors, 8, Delahay-street, Westminster. June 5.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, *May* 15, 1860.

HOBSON, GEORGE DAVID, Gent., late of Glengall-grove, Old Kent Road, Surrey, formerly of Trinity-cottage, Camberwell, Surrey (who died in or about December, 1856). Hobson *v.* Weaver, V.C. Stuart. June 15.

MORLEY, MARY, Spinster, Brabourne, Kent (who died in the year 1837). White and Others *v.* Morley and Others, M.R. June 8.

SMITH, GEORGE, Innkeeper, suburbs of York (who died in or about Jan. 1860). Tasker and Another *v.* Smith and Others, V.C. Stuart. June 12.

WATERHOUSE, SAMUEL, Gent., Weatherhill, Lindley, Huddersfield (who died in or about December, 1835). Charlesworth *v.* Lord and Another, M.R. June 5.

FRIDAY, *May* 18, 1860.

JONES, JEREMIAH GREENE, otherwise JEREMIAH GREENE JONES GREENE, otherwise JEREMIAH GREENE PYM AP EDNYFED, Barrister-at-Law, Malvern-cottage, Llandisilio, Anglesea (who died on or about Nov. 30, 1859). Wilberforce *v.* Lewis, M.R. June 9.

Assignments for Benefit of Creditors.

TUESDAY, *May* 15, 1860.

DUNNELL, FREDERICK, Licensed Victualler, Earl of Durham, Murray-street, Hoxton, Middlesex. May 8. *Trustees*, J. Dunnell, Gent., 61, Acacia-road, St. John's-wood, Middlesex; C. Pugh, Wine & Brandy Merchant, 16, New Park-street, Southwark, Surrey. *Sol.* Moss, 38, Gracechurch-street, London.

FLINT, WILLIAM, Butcher, Beverley, Yorkshire. May 5. *Trustees*, R. Beal, Farmer, Newbald Lodge, Yorkshire; W. Gabbetis, Butcher, Cherry Burton, Yorkshire. *Sol.* Todd, Beverley, Yorkshire.

FOTHERINGHAM, ALEXANDER, Draper, 7, High-street, Stepney, Middlesex. April 26. *Trustees*, J. C. Tippetts, Warehouseman, Gutter-lane, London; E. Hill, Warehouseman, High-street, Whitechapel, Middlesex. *Sols.* Hensman & Nicholson, 25, College-hill, London.

KATES, HARRIETT, Hair Dresser, Broad-street, Bristol. April 14. *Trustee*, A. Stevens, Accountant & Auctioneer, Nicholas-street, Bristol. *Sol.* Roper, Broad-street, Bristol.

PAUL, EVAN, Nurseryman, Derby. April 19. *Trustees*, G. Paul, Nurseryman, Cheshunt, Herts; W. Nutting, Seedsman, Barbican, London. *Sol.* Oliver, 11, Old Jewry Chambers, London.

PHILLIPS, THOMAS, Tailor, Kington, Herefordshire. May 9. *Trustees*, B. Wishlade, Butcher, Kington; J. Jones, Baker, Kington. *Sol.* Cheese, Kington, Herefordshire.

STOLLERY, WILLIAM AUGUSTUS, Plumber, Glazier, & Painter, Great Coggeshall, Essex. April 27. *Trustee*, F. A. Judges, Grocer & Tea Dealer, Great Coggeshall. *Sols.* Stevens & Beaumont, Church-street, Great Coggeshall.

WARD, SAMUEL, Corn Miller & Grocer, Darley Bridge Mill, Derby. April 24. *Trustees*, S. Bradley, and E. Bradley, Grocers, both of Ashbourn, Derbyshire. *Sol.* Stone, Wirksworth, Derbyshire.

WINTER, ROBERT, Coal & Manure Merchant, Crediton, Devonshire. April 14. *Trustees*, R. Ward, Merchant, St. David, Exeter; R. Stone, Merchant, Taunton, Somersetshire; T. Sully, Merchant, Bridgewater, Somersetshire; J. W. Sully, Merchant, Bridgwater, Somersetshire. *Sol.* Cleave, Crediton, Devonshire.

FRIDAY, *May* 18, 1860.

BARCLAY, JOHN, and WILLIAM BARCLAY, Builders and Confectioners, Ironbridge, and Cement Manufacturers, of Madeley, Shropshire. May 5. *Trustee*, Edward Edwards, Gent., Madeley, Shropshire. *Sol.* Joseph Green James, Wellington and Dawley.

GARDNER, EDWARD, Builder, Northampton. May 4. *Trustee*, William Collier, Shoe Manufacturer, Northampton. *Sol.* William Shoosmith, Milton Hall, Northampton.

NETTLEFOLD, HENRY, Corn Dealer & Cab Proprietor, 33, New Church-street, Lisson Grove, Middlesex. May 2. *Trustee*, Edward Sturdy, Corn Factor, 50, Mark-lane, London. *Sol.* Daniel Sturdy, 29, Bucklersbury, London.

SPARY, DAVID, Grocer & Beer Retailer, Westmeon, Hants. May 1. *Trustees*, John Lillywhite, Miller, Eastmeon, and Edward Clark, Bishops Waltham, Grocer. *Sol.* Francis Clark, Bishop's Waltham.

WALKER, SAMUEL JOHN, Lace Manufacturer, Nottingham, trading as a Lace Manufacturer at Houndsgate, and at Radford, Nottingham, (Walker & Co). May 12. *Trustees*, J. F. Bottom, Lace Dresser, Standard-hill, Nottinghamshire; L. A. Baillon, Merchant, Nottingham; T. L. Acton, Banker's Clerk, Nottingham. *Sols.* Wadsworth & Watson, Nottingham.

WALKER, THOMAS, Civil Engineer, Canterbury. May 4. *Trustees*, J. G. Drury, Ironmonger, Canterbury; G. Ashbee, Butcher, Canterbury. *Sol.* T. T. De Lasaux, Canterbury.

WALTON, REBECCA, Finisher, Bradford. May 10. *Trustees*, J. Eastwood, Machine Maker, Bradford; A. Hamer, Paper Manufacturer, Horsforth, Leeds. *Sols.* Terry, Watson, & Watson, Market-street, Bradford.

WEBB, MARY ANN, Widow, Monmouth, and executrix of John Webb, jun., Inn-keeper, late of Monmouth. May 8. *Trustees*, P. Galindo, Gent., Monmouth; J. James, Ironmonger, Monmouth. *Sol.* Galindo, Monmouth.

WINDIBANK, HENRY & JOHN SMITH, Upholsterers, 234, Tottenham-court-road, Middlesex (Windibank & Smith). May 7. *Trustees*, H. R. Ellington, Warehouseman, 89, Watling-street, London; S. Hindley, Warehouseman, 12, Friday-street, London. *Sol.* Hindley, 10, Old Jewry-chambers, London.

Bankrupts.

TUESDAY, *May* 15, 1860.

BOX, JOHN, & HENRY JOHN LEWIS, Corn Merchants, Gloucester. *Com.* Hill: May 31, and June 26, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Henderson, Bristol; or Bretherton, Gloucester. *Pet.* May 9.

CLAYTON, EPAPHRAS, Grocer & Provision Dealer, Openshaw, Manchester. *Com.* Jemmett: May 25, and June 20, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Sutton, Manchester. *Pet.* May 10.

FREEMAN, SAMUEL, & JOHN CLIFFORD, Elastic Web Manufacturers, Leicester. *Com.* Sanders: May 31, and June 21, at 11; Nottingham. *Off. Ass.* Harris. *Sols.* Power & Pilgrim, Atherstone; Hodgson & Allen, Birmingham; Stevenson, Leicester. *Pet.* May 12.

HASLAM, ALFRED, Coach Proprietor, Manchester. June 6 & 22, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Atkinsons & Herford, Norfolk-street, Manchester. *Pet.* May 9.

JONES, CHARLES, Boot & Shoe Maker, 117, Deansgate, Manchester, and of 5, Stockport-road, Altrincham, Cheshire. *Com.* Jemmett: June 5 & 27, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Marsland & Edge, Bolton-le-Moors. *Pet.* May 8.

MOSS, STEPHEN, & WILLIAM ASHWORTH, Fustian Cutters, Dyers, & Finishers, Woodmill, Stansfield, Halifax (Moss & Ashworth). *Com.* West: May 25, and June 22, at 11; Leeds. *Off. Ass.* Young. *Sols.* Ferns & Rooke, Leeds. *Pet.* May 9.

MUGGERIDGE, HENRY, Builder, 5, St. George's-place, Brixton-road, Surrey.

Com. Fane: May 25, and June 22, at 12; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Chalters, 43, Bedford-row. *Pet.* May 11.

SHEOOK, GEORGE PRICE, Carpet Manufacturer, Hendham-vale, Collyhurst, Manchester. May 25, and June 15, at 12; Manchester. *Off. Ass.* Herpaman. *Sols.* Chew & Son, Swan-street, Manchester. *Pet.* May 2.

SUTER, THOMAS, Confectioner, Weymouth and Melcombe Regis, Dorsetshire. *Com.* Andrews: May 30, and June 20, at 1; Exeter. *Off. Ass.* Hirtzel. *Sols.* Howard, Weymouth; or Terrell, 3, Southernhay, Exeter. *Pet.* May 14.

THORP, THOMAS, Linen Draper & Hosier, Surrey-house, Clapham-road, Surrey. *Com.* Goulburn: May 28, and June 25, at 11.30; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Davies, Son, Campbell, & Reeves, 17, Warwick-street, Regent-street, London. *Pet.* May 12.

WIDDOWSON, DAVID, Lace Manufacturer, Nottingham. *Com.* Sanders: May 31, and June 21, at 11; Nottingham. *Off. Ass.* Harris. *Sols.* Campbell, Burton, & Browne, Nottingham. *Pet.* May 11.

WILLIAMS, JOHN, Surgeon & Apothecary, Pontypool, Monmouthshire. *Com.* Hill: May 25, and June 26, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Edwards, Pontypool; or Bevan, Girling, & Press, Bristol. *Pet.* May 11.

FRIDAY, *May* 18, 1860.

BRAY, CHARLES, Ironmonger, 14, Alfred-terrace, Queen's-road, Bayswater, Middlesex. *Com.* Holroyd: May 29, at 2.30; and June 26, at 1; Basinghall-street. *Off. Ass.* Lee. *Sols.* Mackeson & Goldring, 89, Lincoln's-inn-fields, London. *Pet.* May 16.

COATES, THOMAS, Linen Draper, 35, Bridge-road, Lambeth. *Com.* Fane: May 31, at 11; and June 29, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury, London. *Pet.* May 15.

ELLIS, JOHN, Stone Mason, East Butterwick, Lincolnshire. *Com.* Ayrton: June 6, and July 4, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Howlett & Sons, Kirton-in-Lindsey. *Pet.* May 9.

HARVEY, HENRY, Lamp and Chandelier Manufacturer, 39, Hatton-garden, Holborn, Middlesex (Henry Harvey & Co.) *Com.* Fane: June 1 and 29, at 1.30; Basinghall-street. *Off. Ass.* Whitmore. *Sol.* Roberts, 15, Bucklersbury, London. *Pet.* May 14.

LEESE, GEORGE JERVIS THOMAS & WILLIAM HENRY BRADBURY, China Manufacturers, Longton, Stafford. *Com.* Sanders: June 1 & 22, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Young, Longton; or Hodgson & Allen, Birmingham. *Pet.* May 15.

MARTIN, WILLIAM GEORGE, Upholder, Chepstow, Monmouth. *Com.* Hill: May 31, and June 19, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Ashurst, Son, & Morris, 6, Old Jewry, London; or Bevan, Girling, & Press, Small-street, Bristol. *Pet.* May 9.

SEXTON, ROBERT WATLING, Builder, Norwich. *Com.* Evans: May 31, at 12.30, and June 28, at 12; Basinghall-street. *Off. Ass.* Johnson. *Sols.* Hudson, 23, Bucklersbury; or Bailey, Norwich. *Pet.* May 7.

SMITH, EDWARD, Painter & Stationer, Birmingham. *Com.* Sanders: May 30, and June 25, at 11; Birmingham, *Off. Ass.* Kinnear. *Sols.* E. & H. Wright, Birmingham. *Pet.* May 17.

SMITH, GEORGE, Ironmonger & Brazier, Wittlesea, Isle of Ely, Cambridge. *Com.* Goulburn: May 28, and July 2, at 2; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Sole, Turner & Turner, 68, Aldermanbury, London, & Gaches, Peterborough. *Pet.* May 2.

VOKE, THOMAS, Confectioner & Grocer, Portsea, Southampton. *Com.* Fane: June 1, and June 29, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Bevan & Whitting, 6, Old Jewry, London, & Minchin, Portsea. *Pet.* May 18.

WARREN, MARK, Haberdasher, 69, Shoreditch, Middlesex. *Com.* Goulburn: May 28, at 1.30; and July 2, at 11; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Lawrence, Plews, & Boyer, 14, Old Jewry-chambers, Old Jewry, London. *Pet.* May 16.

WRIGHT, WILLIAM, Cattle Dealer, Fulshaw, Chester. June 5, and 26, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Green & Payne, St. James's-square, Manchester. *Pet.* May 8.

BANKRUPTCY ANNULLED.

FRIDAY, *May* 18, 1860.

OAKSHOTT, BENJAMIN THOMAS, Licensed Brewer, Retailer of Beer, & Barge Owner, Portsea, Southampton. May 17.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, *May* 15, 1860.

CRAVEN, WILLIAM, Road Maker & General Contractor, Birkenhead and Poulton-cum-Spital. June 7, at 11; Liverpool.—**HAWKS, PHILIP**, Brickmaker, Kinson Lodge, Poole, Dorsetshire. June 15, at 1; Exeter.—**KEENOR, GRACE, & SOPHIA BAILLIE**, Milliner & Straw Bonnet Makers (Keenor & Baillie). June 15, at 1; Exeter.—**LANCEY, JOHN**, Linen Draper, Barnstaple, Devonshire. June 15, at 1; Exeter.—**LEES, DAVID**, Coach Iron Step, & Coach Iron Work Manufacturer, Wednesbury, Staffordshire. June 18, at 11; Birmingham.—**LILLEY, THOMAS**, Merchant Tailor, North Shields. June 7, at 12; Newcastle-upon-Tyne.—**NAPIER, SAMUEL HAWKINS, & JOHN HEWITSON**, Ship Chandlers & Sailmakers, Liverpool. June 7, at 11; Liverpool.—**SCOTT, JAMES**, Millwright, Tweedmouth, Berwick-upon-Tweed. June 7, at 12.30; Newcastle-upon-Tyne.—**STEPHENS, HENRY**, Innkeeper, Honiton-inn, Paris-street, Exeter.—**THOMPSON, JAMES, & JOSEPH HADLEY**, Ironmasters, Bradley-hall Iron Works, Bilston, Staffordshire. June 13, at 11; Birmingham.—**TIDSWELL, THOMAS**, Lace Maker & Manufacturer, Nottingham. June 7, at 11; Nottingham.—**WATTS, HENRY**, Draper, Parade, Northampton. June 6, at 12; Basinghall-street.—**WEBSTER, JOHN**, Joiner & Builder, Wavertree, Liverpool. June 7, at 11; Liverpool.

FRIDAY, *May* 18, 1860.

ALLEN, THOMAS, Corn Factor & Seedsman, Newport, Monmouthshire. May 25, at 11; Bristol.—**BENSAUD, ISAAC**, Merchant, 1, South-street, Finsbury, Middlesex. June 6, at 11; Basinghall-street.—**BROUGHTON, CHARLES WORTHEN**, Tailor, 16, Southampton-street, Covent-garden, Middlesex. June 8, at 11.30; Basinghall-street.—**BROWN, JAMES**, Seed Merchant & Nurseryman, Alcester, Warwickshire. June 13, at 11; Birmingham.—**BURROWS, WILLIAM**, Surgeon & Apothecary, 1, Park-street, Islington, Middlesex. June 6, at 11.30; Basinghall-street.—**CAMP, JAMES**, Boot & Shoe Maker, Chesterfield. June 9, at 10; Sheffield.—**EBBRIEL, PHILIP**, General Dealer, 39, Princess-street, Manchester. June 14, at 12; Manchester.—**HOLLIS, RICHARD AUGUSTUS**, Grocer & Tea Dealer, 78, Judd-street, New-road, and 25, Chapel-street, Somerstown, and 34, Belmouth-street, Gray's-inn-road, Middlesex. June 6, at 11; Basinghall-street.—**JACOBSON, ALEXANDER**, Dealer in Watches & Jewellry, 31, Tyson-street, Clerkenwell, Middlesex. June 6, at 12; Basinghall-street.—**KRAL, WILLIAM HENRY JOHN, & DANIEL JACKSON ROBERTS**, Merchants, 3, Rood-lane, London, and Prince Edward's Island, British North America, (Kral & Roberts). June 8, at 1; Basinghall-street.—**KERSHAW, JOSEPH, & WILLIAM GEORGE KERSHAW**, Stone Masons, Bricklayers, & Builders, Wakefield. June 6, at 11; Leeds, same time sep. es. of Joseph Kershaw.—**LYONS, JOHN**, Steel Manufacturer, Sheffield. June 9, at 10; Sheffield.—**MORELAND, JOHN LOUGH**, Grocer, Draper & General Shop Keeper, Lydford & Keinton, Somersetshire, June 21, at 11; Bristol.—**PICKWORTH, THOMAS, & ROBERT WALKER**, Builders, Sheffield, (Pickworth & Walker). June 9, at 10: Sheffield, sep. es. of Robert Walker.—**SHARP, WILLIAM**, jun., Underwriter, 11, New Broad-street, London. May 30, at 1; Basinghall-street.—**VOS, HERMANUS, & JAN CHRISTIAN ESSERS**, Merchants, New Court, Crutched Friars, London. June 11, at 11.30; Basinghall-street.—**WORLEY, ROBERT**, Provision Merchant and Commission Salesman, 22, Newgate-street, London. June 11, at 12; Basinghall-street.

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *May* 15, 1860.

BEALE, MILES, Iron & Brass Founder & Engineer, St. Leonard's Iron Works, Gray-street, Poplar, Middlesex (Roberts & Co.). June 8, at 11; Basinghall-street.—**BOGLE, WILLIAM**, Hop & Seed Merchant, Bristol-street, Birmingham. June 8, at 11; Birmingham.—**COLE, RICHARD LOCKINGTON**, Merchant, 80, Cornhill, London, and 46, Lime-street, London. June 6, at 11, Basinghall-street.—**ELLIS, WILLIAM**, Ship Joiner, 38, Pennyfields, Poplar, Middlesex. June 6, at 12, Basinghall-street.—**HARRIS, WILLIAM, & WILLIAM WEST**, Drapers, Kingston-upon-Hull (William Harris & Co.). June 6, at 12; Kingston upon-Hull.—**MILLS, THOMAS**, Elastic Web Manufacturer, Leicester. June 12, at 11.30; Nottingham.—**SCOTT, JAMES**, Millwright, Tweedmouth, Berwick-upon-Tweed. June 7, at 12.30; Newcastle-on-Tyne.—**SMART, HENRY**, Printer, Bookbinder, & Stationer, Gloucester. June 11, at 11; Bristol.—**WILSON, HENRY JAMES**, Surgeon & Apothecary, Whitchurch, Salop. June 11, at 11; Birmingham.

FRIDAY, *May* 18, 1860.

AYERS, JOHN DERRICK, & DAVID MC HAFFIE MELLISS, Nottingham, (Ayers & Melliss), New York, United States of America; (Melliss & Ayers) Merchants. June 12, at 1; Basinghall-street.—**BEALE, MILES**, Iron & Brass Founder, & Engineer, Saint Leonards' Iron Works, Gray-street, Poplar, Middlesex. (Roberts & Co.) June 8, at 11; Basinghall-street.—**CAHN, DAVID**, 3, Leadenhall-street, London. June 8, at 1; Basinghall-steet.—**MC MANUS, ROGER DIVINE**, Apothecary, St. Ausel, Cornwall. June 15, at 1; Exeter.—**MORELAND, JOHN LOUGH**, Grocer, Draper, & General-shop Keeper, Lydford, and Keinton, Somersetshire. June 18, at 11; Bristol.—**TAYLOR, PETER**, Licensed Victualler & Ironmonger, Bridge-street, Saffron Walden, June 8, at 1.30: Basinghall-street.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 15, 1860.

HATMAN, GEORGE, Licensed Victualler, Marine View Hotel, Portsmouth. May 10, 2nd class.—**SAYER, CHARLES JAMES**, Boarding-house Keeper, 1, Francis-place, Holloway, Middlesex. May 2, 2nd class.—**STOCKEN, CHRISTOPHER**, Fishmonger, Poulterer, & Dealer in Game, Wellington-street, Aldershot, Hants. May 4, 2nd class.

FRIDAY, *May* 18, 1860.

BARTON, JAPHETH, Brewer & Retailer of Beer, Duncan-street, Landport, Portsea. May 10, 1st class.—**BENNING, HENRY, and GEORGE DOWSON**, Ship Owners, Middlesborough, York, 2nd class.—**BRIGGALL, JONATHAN**, Dyer, Manchester. May 8, 2nd class.—**HOWARTH, JAMES**, Linen Draper, Ashton-under-Lyne, Lancaster. May 8, 3rd class.—**MARSHALL, THOMAS**, Builder & Contractor, Plymouth. May 14, 3rd class. Subject to a suspension of three months.—**MARSON, CHARLES**, Innkeeper, Leominster. May 10, 3rd class.—**MUELLETT, WILLIAM**, Grocer & Draper, Brookland, Romney, Kent. May 11, 1st class.—**RUSSELL, SAMUEL**, Builder & Cabinet Maker, West Hartlepool. May 15, 3rd class.—**WILLIAMS, JOHN REYNOLDS**, Ironmonger, Sandbach, Chester. May 9, 3rd class.

Scotch Sequestrations.

TUESDAY, *May* 15, 1860.

ABBOTT, WILLIAM, lately Corn Dealer & Miller, Derby-road, Chesterfield, now Agent & Dealer in Tobermory, Island of Mull, Argyle. May 22, at 1; Dowell's & Lyon's-rooms, 18, George-street, Edinburgh. *Sec.* May 11.

DRUMMOND, GEORGE HENRY CHARLES FRANCIS MALCOLM, commonly called Viscount Forth, sometime residing at 14, Regent-street, London, and now at 19, Duke-street, Edinburgh. May 22, at 2; Dowell's & Lyon's-rooms, 18, George-street, Edinburgh. *Sec.* May 12.

FALCONER, EDWARD ALEXANDER, Grocer & Spirit Dealer, Canongate, Edinburgh. May 21, at 2; Stevenson's-rooms, 4, St. Andrew-square, Edinburgh. *Sec.* May 11.

FLEMING, JOHN, Esq., Maadale, Commander in the Royal Navy, deceased. May 16, at 2; Dowell's & Lyon's-rooms, 18, George-street, Edinburgh. *Sec.* May 11.

HAY, PETER, Dyer, Paisley. May 21, at 1; Tannahill's Globe-hotel, High-street, Paisley. *Sec.* May 10.

MACDONALD, ROBERT, Grocer & Spirit Merchant, Howegate, Hawick. May 23, at 12; Tower-hotel, Hawick. *Sec.* May 12.

FRIDAY, *May* 18, 1860.

DRYSDALE, ROBERT, Farmer and Miller, Old Mills, Craigforth. May 26, at 11; Golden Lion Hotel, King-street, Stirling. *Sec.* May 16.

DUNLOP, ALEXANDER, Dairyman, Germiston-street, Glasgow. May 25, at 2; Faculty Hall, St. George's-place, Glasgow. *Sec.* May 16.

HENDERY, JOHN, Measurer, Glasgow. May 25, at 2; Faculty-hall, St. George's-place, Glasgow. *Sec.* May 14.

IVISON, HENRY, Shoemaker, 10, South George-street, Carlisle, and Hotel Keeper, Butcher-gate, Carlisle. May 35, at 2; Cranston's Waverley Temperance Hotel, 43, Princes-street, Edinburgh. *Sec.* May 14.

MACCALLUM, ARCHIBALD, Writer, Port Glasgow. May 25, at 12; Faculty-hall, St. George's-place, Glasgow. *Sec.* May 15.

MUNRO, JOHN, Tailor and Clothier, Howard-street, Glasgow. May 25, at 12; Faculty-hall, St. George's-place, Glasgow. *Sec.* May 14.

ROBERTSON, ANNE, or **GOURLAY**, Spirit Dealer, Dumbarton. May 22, at 12; Elephant Hotel, Dumbarton. *Sec.* May 22.

SHILLITO, MICHAEL, Wine Merchant, and Commission Agent, 64, George-street, Portman-square, London, Princes-street, Edinburgh, now residing in Peebles. May 25, at 12, Matthieson's Crown Hotel, Peebles. *Sec.* May 15.

SIM, WILLIAM, Grain Merchant, Royal Bank-place, Glasgow. May 25, at 12; Glasgow Stock Exchange, National Bank-buildings, Glasgow. *Sec.* May 14.

FINSBURY, ST. LUKE'S and BISHOPSGATE.

Valuable Freehold and Leasehold Property for Investment.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE on WEDNESDAY, JUNE 6, at TWELVE, in Lots, the following very valuable PROPERTIES, viz.:—A well-secured profit rent of £100 per annum, arising from the extensive business premises, comprising two capital and substantial dwelling-houses, spacious manufactory of two floors, engine rooms, sheds, and large yard, situate No. 23, Worship-street, Finsbury, and a dwelling-house, with yard, large waggon shed, stabling for 14 horses, and other premises, No. 25, Holywell-row, in the rear of Worship-street, held together upon lease for a term of 36½ years, from Midsummer, 1860, at a rent of £210, and underlet for the whole term to Mr. Sidney Archer and Mr. Sadler Smith, under two leases, at rents amounting together to £310 per annum; a Leasehold Shop and Dwelling-house, No. 23, Old-street, St. Luke's, held for eight years, unexpired, at £7 17s. 6d. per annum, and producing about £40 per annum; valuable extensive Freehold Business Premises, consisting of a capital double-fronted shop, large warehouse, and good dwelling-house over, with private entrance, eligibly situate, No. 53, Bishopsgate-street Without, let upon lease to Messrs. Waters & Seabrook, at a low net rent of £175 per annum, and £4 10s. for insurance; and a Freehold Dwelling-house in Widegate-street, in the rear, let at £30 per annum

May be viewed by permission of the tenants, and particulars had of Messrs. CROWDER, MAYNARD, LAWFORD, & MAYNARD, Solicitors, 57, Coleman-street, city; at the Mart; and of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, Royal Exchange.

SYDENHAM, KENT.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in JUNE, in Lots, very valuable FREEHOLD BUILDING LAND, beautifully situate in Lower Sydenham, within half a mile of two railway stations, having frontages to excellent roads, and extremely eligible for the erection of villa residences.

Lot 1. A Plot of Building Land, having a double frontage of 280 ft., and 306 ft. of two excellent roads, and containing 2a. 0r. 12p.
Lot 2. A Plot of Land, frontage 235 ft., and containing 1a. 0r. 4p.
Lot 3. A Plot of Land, frontage 300 ft., and containing 1a. 1r. 26p.
Lot 4. A Plot of Land, frontage 300 ft., and containing 1a. 2r. 22p.
Lot 5. A Plot of Land, frontage 290 ft., and containing 1a. 2r. 33p.
Lot 6. A Plot of Land, frontage 225 ft., and containing 1a. 2r.
Lot 7. A Plot of Land, frontage 227 ft., and containing 1a. 3r. 18p.
Lot 8. A Plot of Land, frontage 230 ft., and containing 1a. 2r.
Lot 9. A Plot of Land, frontage 235 ft., and containing 1a. 3r. 14p.

May be viewed, and particulars and plans (which are in course of preparation) may shortly be had at the Crown, Lower Sydenham; of Messrs. DRUCE & SONS, Solicitors, Billiter-square; at the Mart; and of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, Royal Exchange.

UPPER CLAPTON, MIDDLESEX.

Valuable Freehold and Leasehold Residences, and a Freehold Ground-rent of £18 per annum, land-tax redeemed and presenting very eligible investments.

MESSRS. NORTON, HOGGART, & TRIST have received instructions from the Executors of the late George Archer, Esq., to offer for SALE, at the MART, on WEDNESDAY, JUNE 6, at TWELVE, the following valuable FREEHOLD and LEASEHOLD INVESTMENTS, viz.:—A well-secured Freehold Ground-rent of £18 per annum, arising from an excellent detached residence, with offices and large garden, situate at the corner of Springfield, in the best part of Upper Clapton, with Reversion in 1918; a capital Freehold Family Residence, situate 7, on the Terrace, Upper Clapton, with good garden, conservatory, and coach-house and stabling in the rear, let until Midsummer, 1864, at £12 13s. per annum, when the purchaser will be entitled to the rack rental, estimated at £120 per annum; Two Freehold Cottage Residences, with gardens, situate Nos. 2 & 10, Stamford-grove East, Hill-street, Upper Clapton, together of the value of about £60 per annum; and a Leasehold Property, situate in Grove-road, Hill-street, near Clapton Chapel, comprising an excellent detached family residence, with offices, stabling, and large garden, and a residence adjoining, in the occupation of — Volkman, Esq., and Miss Burle, at rents amounting together to £160 per annum, and held for 64 years unexpired at a yearly rent of £84.

To be viewed by permission of the tenants only, and particulars had at the Swan-inn, Upper Clapton; of Messrs. CROWDER, MAYNARD, LAWFORD, & MAYNARD, Solicitors, 57, Coleman-street; at the Mart; and of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, Royal Exchange.

WHETSTONE.

Four Freehold Dwelling-houses and Shops.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in JUNE next, FOUR FREEHOLD SHOPS and DWELLING-HOUSES, in the parish of Finchley, the village of Whetstone, and fronting the high road to Barnet; let on lease for an unexpired term of about 40 years, at a ground rent of £12 per annum.

May be viewed by leave of the tenants, and particulars had of E. WESTERN, Esq., Solicitor, Great James-street, Bedford-row; at the Mart; and of Messrs. NORTON, HOGGART & TRIST, 62, Old Broad-street, Royal Exchange.

Preliminary Advertisement.—Lowndes-street, Belgrave-square.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, on FRIDAY, JUNE 8, an excellent TOWN RESIDENCE, eligibly situate No. 22, Lowndes-street, Belgrave-square; held on lease for an unexpired term of about 65 years, at a low ground rent. Early possession may be had.

Further particulars will appear next week.—62, Old Broad-street.

WOODFORD.

Valuable and Substantial Freehold Residence, with delightful Pleasure Grounds, Green-houses, Gardens, Stabling, Offices, and rich Meadow land, altogether 16 acres, with early possession.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in the latter end of June (unless previously disposed of by private contract), a very VALUABLE FREEHOLD PROPERTY, beautifully situate at Woodford, only five minutes' walk from the George-lane Station, on the Woodford and Loughton Railway, and within three-quarters of an hour's ride of the Metropolis, comprising a very substantial and commodious residence, approached from the road by a carriage drive, and commanding an extensive view of the forest and of the surrounding picturesque scenery. It contains on the second floor, six good bed-rooms and bath-room; first floor, five capital bed rooms, dressing-room, with bath; principal floor, two elegant lofty drawing-rooms, with folding doors, together 48 feet long, spacious dining-room 26 feet by 20, with three windows looking upon the pleasure grounds, library, entrance-hall, water-closets, &c.; very complete domestic offices of every description, servants'-hall and bedroom, wash-house, laundry, dairy, and superior dry cellarage; delightful gardens, ornamentally timbered lawn and flower-beds, fitted with choice shrubs and plants, and surrounded by dry gravelled walks, double green-house, outhouse, large productive walled garden, stabling for four horses, coach-house with men's rooms over, carriage-yard, cow-house, and other farm-buildings, and several enclosures of rich meadow land, the whole containing about 16 acres. The property is in perfect order throughout for the immediate reception of a family; it is well supplied with pure water, and the situation is proverbially healthy.

May be viewed by cards only, to be had with particulars, of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, Royal Exchange.

KENT.

Valuable Freehold Estates, in the Parishes of Meopham and Luddesdown, containing together upwards of 380 acres.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in JUNE, in Six Lots, valuable FREEHOLD ESTATES, situate in the parishes of Meopham and Luddesdown, about five miles from Gravesend, in a beautiful and sporting part of the county of Kent, and there will be a station on the intended London and Chatham Railway now in progress of construction, which will pass in the immediate vicinity of the properties.

Lot 1 will comprise Coomb-hill Farm, with farm cottage, barn, hop oast, stabling, and buildings, together with several enclosures of useful arable, meadow, hop, and wood land, containing together 29a. 2r. 11p.

Lot 2. Cook's Farm, with farm cottage, barn shed, and buildings, together with numerous enclosures of arable, hop, and wood land, the whole containing 110a. 0r. 27p.

Lot 3. Woodhill Farm, with a comfortable farm-house, barn, hop oast, and agricultural buildings, together with numerous enclosures of arable, hop, and wood land, also two enclosures of arable land adjoining, with cottage and garden thereon, the whole containing 143a. 3r. 15p.

Lot 4. Brimston Farm, with farm cottage, newly-built barn and waggon lodge, stabling, &c., together with numerous enclosures of arable, hop, and wood land, the whole containing together 110a. 0r. 13p. Also Two Cottages on Meopham-green, and two pieces of woodland near, containing together about one acre.

Lot 5. A Piece of Woodland, situate a short distance from Meopham-green, and containing about two acres.

Lot 6. An Enclosure of Meadow Land, known as Angle Croft, situate near Meopham-green, on the road to Wrotham, and containing 1a. 3r. 23p.

May be viewed by permission of the tenants, and particulars had in due time at the inns at Gravesend; of W. GIBSON, Esq., solicitor, 64, Lincoln's-inn-fields; at the MART; and of Messrs. NORTON, HOGGART, and TRIST, No. 62, Old Broad-street, Royal Exchange.

Valuable Freehold and Copyhold Estates, Longcot, in the county of Berks.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in JUNE next, valuable FREEHOLD and COPYHOLD ESTATES, the property of the late Archdeacon Berens, situate at Longcot, in the county of Berks, consisting of a farm-house, farm-yard, and farm buildings, together with about 85 acres of arable, meadow, and pasture land; also several cottages, situate at Longcot, Shrivenham, and Watchfield.

A more detailed advertisement will appear in a few days.

In the Island of Tobago.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the MART, in the month of AUGUST, the STUDELEY PARK ESTATE, a valuable freehold property, situate in the Island of Tobago. It lies exceedingly compact, and contains altogether about 578 acres of excellent land, of which about 60 acres are in cane cultivation, together with the whole of the valuable plant, machinery, boiling and curing houses, dwelling-house, labourers' cottages, live stock, &c.

A more detailed advertisement will shortly appear.—62, Old Broad-street.

The remaining Plots of Freehold Building Land, Moat-house, Stockwell.

MESSRS. NORTON, HOGGART, & TRIST have received instructions to offer for SALE, at the AUCTION MART, in JUNE, in Lots, 14 PLOTS of valuable FREEHOLD BUILDING LAND, being the remaining unsold portion of the Moat House estate, situate at Stockwell-green. They have frontages to newly-constructed roads 40 ft. in width, and are peculiarly adapted for the erection of shops or semi-detached residences.

May be viewed, and particulars, with plans, shortly had of HENRY LING, Esq., Solicitor, Norwich; at the Swan, Stockwell; at the Mart; and of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, Royal Exchange.

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, MAY 26, 1860.

CURRENT TOPICS.

The Chancery Evidence Commissioners met at the House of Lords on Wednesday last. The commissioners present were the Lord Chancellor, Lord Cranworth, Lord Chelmsford, Lord Wensleydale, Lord Kingsdown, Lord Justice Knight Bruce, Lord Justice Turner, Vice-Chancellor Wood, the Attorney-General, Sir Hugh Cairns, Mr. Strickland Cookson, and Mr. G. T. Gibson. We believe that a draft report has been prepared, and will very soon be presented to her Majesty.

The Attorney-General has again been compelled to postpone the introduction of his Land Transfer Bill; and notwithstanding the lengthened discussions which have taken place upon his Bankruptcy Bill, no great progress has yet been made with it; and it appears to be doubtful whether time enough now remains to pass it into a law in the present session. We are not aware whether the select committee to which the Court of Chancery Bill has been referred has yet had a meeting, or what has been the object of such reference.

The last number of the *Law Magazine* contains an article on the present mode of conducting business at the chambers of the Common Law Judges, to which we desire to direct the attention of our readers. It suggests that the Common Law Judges should at once be relieved of the mass of common order business done at chambers; and with this view, that two officers should be appointed for the discharge of such business. It appears to be generally agreed, on all hands, that the work of the Common Law Judges at chambers is very onerous on them, and is of necessity done by them in a manner as perfunctory and unsatisfactory to suitors as it is harassing to themselves. It is equally certain that the decisions there given have never led to the establishment of any definite practice; but that, as a rule, there is always great uncertainty beforehand as to what the result of any application at chambers may be.

In the House of Lords on Monday evening, the constitutional question arising on Lord Monteagle's motion was ably argued on both sides. One point which might have been made on the Ministerial side we do not find to have been alluded to during the debate—viz., that the rejection of the Paper Duty Repeal Bill by the Lords altered by relation the Customs Bill, which passed the House of Lords on the 14th May. It is provided by the 7th clause of that Bill, that after the 15th August, 1860, the Customs duties on paper shall be the same as the Excise duties for the time being on paper of British manufacture. The Paper Duty Repeal Bill having passed the House of Commons, showed that it was the intention of that House to abolish the former duties entirely; but the effect of the rejection of that Bill by the House of Lords on Monday is to impose new Customs duties on paper. There might be some ground therefore for arguing that the rejection of the Paper Duty Repeal Bill by the House of Lords is an infringement by relation of the privilege of the House of Commons.

THE CASE OF *SIMPSON* v. *FOGO*.

The principles of private international law are, in general, so little studied, and so imperfectly understood by English lawyers, that any case which brings them before our courts deserves to be especially dwelt upon, for the sake of attracting attention to a department of legal learning which has hitherto been too much neglected. The case of *Simpson* v. *Fogo*, which came lately before Vice-Chancellor Wood, affords a remarkable illustration of that "conflict of laws" which has been made the subject of so many learned treatises, and which promises year by year to demand more imperatively the attention of the English lawyer. There had been in this case a duly registered mortgage to the plaintiff of a British built ship, owned at Liverpool. The mortgagor stopped payment. The ship was then on a voyage to New Orleans, where she arrived shortly afterwards. The ship was attached at New Orleans by creditors of the mortgagor, under proceedings taken by them to make her available to satisfy their demands. These proceedings resulted in a sale of the ship, under an order of the district court of Louisiana, to the defendant Fogo, a British subject residing in that State. It was stated in the bill, that an agent of the plaintiff "intervened in the proceedings," and endeavoured to establish the plaintiff's title as mortgagee; but such title was disregarded, "because the law of Louisiana does not allow of mortgages of chattels." The ship subsequently came to Liverpool, and thereupon the plaintiff filed a bill to establish his security, and to restrain the defendants from dealing with the ship and freight. To this bill the defendants demurred on the ground that the proceeding in the court at New Orleans appeared on the face of the bill to be a proceeding *in rem*, by a court of competent jurisdiction, which proceeding, according to international law, was conclusive upon all courts everywhere, so that the English Court of Chancery could not properly entertain the question of title to the ship. It was contended, on the other side, that the proceeding was not *in rem*, but *in personam*; and, therefore, was only binding upon the parties to it; and as the mortgagor was not, in a proper sense of the word, a party, there was nothing to prevent his now asserting his title in an English court. It was held by Sir W. P. Wood that the plaintiff's title was, according to English law, indisputable; and as he did not think it appeared distinctly upon the bill that the foreign proceeding had been *in rem*, it was not clear that the plaintiff had lost his right to sue here; and therefore the demurrer was overruled.

Some discussion arose during the argument as to what the law of Louisiana regarding mortgages of chattels really was; and several passages in Story's "Conflict of Laws" were referred to upon this question. Mr. Westlake, in his recent treatise on "Private International Law," has discussed this subject at some length. The general question is whether, upon sales of chattels, the *lex domicilii* of the vendor, or the *lex loci contractûs*, if that is different, or the *lex sitûs* of the chattel, is to prevail. Mr. Westlake says:—

> Of late years the current has set very strongly, even in commercial countries, towards enforcing the *lex sitûs* on the title to chattels. The Courts of Louisiana enforce it in sales made under the dominion of the English law. The cases where this has been done are those of ships or goods sold—in Virginia, for instance—and afterwards, but before delivery, attached at New Orleans by creditors of the vendors.

In the case before us the *lex domicilii* of the mortgagor, and also the *lex loci contractûs*, would be the law of England. The *lex sitûs*—that is, the law of the place where the chattel was at the time when the proceedings were taken—would be the law of Louisiana. The ship arrived at New Orleans, being then in the possession of the master, who would be the mortgagor's agent, and was attached by the mortgagor's creditors. It appears that

by the law of Louisiana neither a sale nor a pledge of a chattel is effectual against the creditors of the vendor or pledgor, unless the possession has been transferred. In this case the possession had not been transferred, and therefore, by the law of Louisiana, the mortgagor's creditors would have been preferred to the mortgagee. But by the law of England the mortgage would be good, supposing the bill of sale to be duly registered, and therefore the mortgagor's creditors could have no right to attach the ship. Of these two conflicting laws, then, which ought to prevail? Was the Court of Louisiana right or wrong in applying its own law to the case before it; and if that Court was wrong, was, or was not its judgment examinable in our Court of Chancery, according to the principles upon which, by what is called the comity of nations, a certain degree of respect is held to be due from the tribunals of one civilized country to those of another?

The important distinction between a judgment *in rem*, and a judgment *in personam*, will be illustrated by reference to one or two recent common-law cases, in which the question whether a foreign judgment was or was not to be held conclusive in this country, depended upon the character to be ascribed to it. In the case of *Cammell* v. *Sewell* (3 H. & N. 617), a ship laden with deals had got ashore on the coast of Norway. The master of the ship applied to a Norwegian judicial functionary to sell the cargo. A sale was announced accordingly. Meanwhile the English underwriters were informed of what was going on, and they instructed an agent to protect their interests. This agent disapproved and protested against the sale. Some doubt was thrown on the authority of the agent; and his protest was disregarded, and the sale took place. The underwriters' agent then instituted a suit in a Norwegian court to set aside the sale; but the judgment of the court confirmed it. The purchaser sent the deals to England, and the underwriters, who had clothed themselves with the consignee's rights, brought an action of trover against the representatives of the purchaser to recover the value of the deals. It was held by the Court of Exchequer that this judgment of the Norwegian Court was a judgment *in rem*, which changed the property of the thing adjudicated upon, so that the action was not maintainable. It was also held that, as the underwriters' agent had instituted a suit in Norway, the underwriters were, in effect, privy to that suit, and were finally concluded by the adverse decision in it, even supposing that that decision was *in personam* only. The case was one of considerable complication. It has been most elaborately argued on appeal in the Exchequer Chamber, and is still awaiting judgment. It is to be observed that, according to our law, the master of the ship had no authority to sell the cargo, and if he had done so without the sanction of a judicial officer, and the purchaser had brought the cargo to this country, the underwriters might have maintained their action.

Another and more recent case of the same character is that of *Castrique* v. *Imrie*, 8 W. R. 344, in which the Court of Common Pleas arrived at the conclusion that a French decision, which to English lawyers would appear a strange one, was not a judgment *in rem*, and therefore the English Court disregarded it. The master of a British ship had drawn a bill upon the owner for the cost of necessary repairs done to the vessel in Australia. While the ship was on her voyage the owner mortgaged her by a duly registered bill of sale. The bill drawn by the master was dishonoured, and the owner became bankrupt. On her homeward voyage the ship put into the port of Havre; and here a French subject, to whom the bill had been indorsed, took proceedings against the master to recover the amount of it, and arrested the vessel pending the suit. A French tribunal ordered the vessel to be sold to satisfy this demand. She was sold accordingly under judicial authority, and was purchased by a British subject and brought to England, and was subsequently lost at sea. The mortgagee under the bill of sale now brought an action against the purchaser under the French sale, to recover the value of the ship. By the English law, the sale or mortgage of a ship at sea is good against the creditors of the owner. The Civil Tribunal of Havre declared it impossible to believe that such a transaction could be good under any commercial law whatsoever. Here, then, we have another instance of conflict between the *lex loci contractûs* and the *lex situs*. By the English law, again, there is no lien upon the ship for necessaries supplied during the voyage, unless there is an express contract of hypothecation. But the French law gives such a lien. It does not appear, however, that the French Tribunal proceeded upon this latter ground. It rejected the claim of the mortgagee, who appeared in a sort of replevin suit before it, and decreed the sale. The Court of Common Pleas, in giving judgment, said that the question before it was, whether the proceedings of the Court of Havre could be examined into by an English court or not—that is, whether those proceedings were or were not *in rem*. If the French judgment had determined that the ship was charged with a lien for advances, and was liable to be sold to defray them, then, unless the judgment appeared on the face of it to be void, it would be good against all the world. The question here occurs whether, if the French judgment had purported to proceed on the ground of lien given by the French law, this would have been held to be an error upon the face of a judgment *in rem* sufficient to destroy its efficacy. And this question would raise the further question, by what law must the effect of the master's contract be determined. But the Court of Common Pleas considered that the French proceedings were *in personam*, and that the liability of the ship was only brought incidentally into question. Such proceedings would not be binding upon persons who were not parties to them; and the Court held that the plaintiff before it had not been a party, and was not bound. Now it appeared that the plaintiff in the English action did institute what was called a replevin suit in the French Court, and this suit was joined to the original suit by the holder of the bill, and the Tribunal gave judgment in the two suits. In a certain sense, then, the English plaintiff did become party to the French proceedings, but not in such a sense that the Court of Common Pleas would hold him to be bound by them. That Court then proceeded to examine into the grounds of the French judgment, and held them to be insufficient to support it. Some confusion appears to be created by an attempt of the Court of Common Pleas to show that the French judgment was bad according to French law. We should conceive that the proper ground to rest upon would be, that the law applicable to the case was the English law, by which the mortgagee's title was clearly good against a creditor of the owner.

We believe that this case, as well as *Cammell* v. *Sewell*, is under appeal. The whole law upon this subject appears to be at present in a very unsatisfactory state. The distinction between a judgment *in rem* and one *in personam* is becoming difficult to appreciate, nor is it very easy to say what steps taken to protect rights abroad will make the person taking them a party to the proceedings in a foreign court, so as to be bound by them. It should be observed, that the decision in *Cammell* v. *Sewell* proceeded on two grounds—first, that the foreign judgment was *in rem*, and, secondly, that the suit in which it was given was instituted by the person in whose right the plaintiff in the English court sued, and who, therefore, was bound by it. Perhaps before the cause of *Simpson* v. *Fogo* comes to a hearing, the appeals in the two common-law cases will have been decided, and thus some assistance will be furnished to Vice-Chancellor Wood in determining what ought to be the effect in the case before him of the plaintiff's "intervention" to protect his rights in the Louisiana court. But even supposing *Cammell* v. *Sewell* to be sustained, and this case to fall within it, Sir W. P. Wood appeared

disposed to hold the judgment of the Louisiana court to be so manifestly erroneous, that even parties to the litigation would not be concluded by it in England. He said that, by the law of all nations, the *lex loci contractûs* regulates the ownership of chattels; and he asked how the comity of nations could be exercised with a tribunal whose view of international law was utterly opposed to the view which prevails here. Yet nothing is more certain than that the Court of Louisiana will persist in disposing of all the personal property that falls within its reach, according to its own law; and it will do this with the avowed object of giving effect to the claims of its own citizens, rather than to those of foreigners. Thus the conflict of laws takes its origin in opposing interests.

ANSWERS IN CHANCERY SUITS.

In framing General Orders for regulating the practice of the Court of Chancery, it has been too generally considered beneath the dignity of the framers to consult what is sometimes called the inferior branch of the profession; and this sufficiently accounts for the frequent issue of defective and unworkable orders. We have before dwelt upon this topic; but it is again forced upon our attention by the operation of the General Order of 6th March, 1860, as to the printing of answers. We are inclined to suspect that, before the publication of this order, even those officers of the Court upon whom the official details would necessarily devolve, were not consulted. If they were, then surely they must themselves have omitted, in the present instance, to seek the benefit of the assistance which was within their reach. We feel persuaded that no such inconveniently workable details as are required by the order in question would have been suggested by the practical and efficient first-assistant clerks of the officers alluded to. We believe that we are only expressing the general opinion and feeling of the profession when we say that the provisions of the General Order of 6th March, 1860, are not only very inconvenient in their operation, but that they impose increased and unnecessary expense upon the suitor. It is with the first of these objections that we now propose to deal.

The course of proceeding required by this order is very circuitous, troublesome, and is directly productive of delay. The defendant upon filing his written answer is required to present with it a copy, with schedules (if any). This copy is left at the Record and Writ Office, to be examined with the original, and then certified by the Clerk of Records and Writs as correct and proper to be printed; and such copy, thus examined and certified, is usually returned to the defendant's solicitor on the following morning. The printer is expected to compose the type from this copy, and when that is done, the copy becomes useless. But we believe that the printer seldom, in fact, composes the type from this copy —for, in most cases, the draft or a plain copy of the answer sufficiently suits the purpose, and can be put into the printer's hands immediately, when the answer is filed. The print is required to be filed within four days, and the defendant's solicitor is to certify that the print is a true copy of the *copy*-answer, which has been certified by the Clerk of Records and Writs. But it is in fact expected to be a true copy of the answer itself, with which it has never been examined by the solicitor at all. All the time this circumlocutionary process is going on, the plaintiff is waiting for a copy of the answer. True, if any schedules have been annexed to and filed with the answer he can get an office copy of such schedules within two or three days; but he cannot get an office copy of the statements which explain the schedules until the print of the answer has been filed— that is to say, not until the lapse of five or six days. It is manifest that in many cases such arrangements must be exceedingly troublesome, and such delay must tend to obstruct the progress of the suit, and seriously impede the administration of justice.

Now as to a remedy. It has been determined that answers shall be printed; and as the print is more especially required for the use of counsel and of the court, it would surely be sufficient if such provisions were made as should secure the filing of the print in sufficient time for the purpose for which it is mainly required. Let the defendant file either a written or printed answer in the first instance, and let schedules be written or printed, and in such form as may be most convenient. In every case, at the time of filing the answer, or at any time afterwards, and whether the answer filed be a written or printed answer, let another copy be left with the Clerk of Records and Writs to be examined and marked as an office copy. By this arrangement a complete office copy might be ready for delivery to the plaintiff on the following morning, while, as before shown, a complete office copy is not now procurable in less than five or six days. Where a written answer is filed in the first instance, the defendant's solicitor should be required to endorse upon it an undertaking to file a printed copy of it within a limited time—say eight or ten days; and on filing such printed copy he should certify that it is a true copy of the answer filed; and a fee for attending at the Record and Writ Clerk's Office to examine the proof with the record of the answer should be allowed. Let the penalties for neglecting to deliver the office copy, and for neglecting to file the printed copy pursuant to the undertaking, be clearly specified, and be such as shall best tend to secure compliance with the requirements imposed. The other provisions of the Order of 6th of March, 1860, might be retained. But in adopting the foregoing suggestions it would probably be found necessary or desirable to repeal the Order of 6th March altogether, and to substitute another to operate in lieu thereof. If this, however, cannot be done, then the existing Order should certainly be varied, by general order, in the following respects:— Where a written answer is filed in the first instance, an undertaking to file a printed copy of it should be required. In every case the defendant should be required to deliver a complete office copy to the plaintiff upon demand, or within forty-eight hours afterwards; and in cases where a written answer has been filed and an office copy is demanded before the print is filed, a written office copy might be delivered. No certified copy for the printer should be required. But the solicitor should get the answer printed from the draft, or from any other copy, if the draft be too rough, and a fair copy should be allowed for the printer, as in the case of a bill; and the Clerk of Records and Writs should examine the proof of the print with the record of the answer as filed, and certify the print to be a true copy of such record, and not of an altogether extraneous and useless copy. And the time for filing the printed copy of a written answer should be extended to eight or ten days.

Any mere extension of the time for filing the print will not remedy the inconveniences complained of. It must be borne in mind, that, unless the foregoing suggestions with respect to the delivery of the office copy be adopted, an extension of the time for filing the print will only tend still further to delay the delivery of the office copy; for, as has been already shown, under the present arrangement, an office copy is not procurable by the plaintiff until within forty-eight hours *after the print is filed*.

These observations are the result of our own consideration of the Order of the 6th March, 1860, and are suggested by the inconveniences known to be experienced in the endeavour to comply with their requirements. Even if those orders shall not be repealed, and the provisions suggested substituted, still we think that the variations which we have proposed, will commend themselves to the judges of the Court, and be regarded by every practitioner as very desirable,

and such as will more conveniently effect the object contemplated by the provisions for printing answers in Chancery.

THE BANKRUPTCY BILL.—IMPRISONMENT FOR DEBT.

In a previous article we traced the origin of imprisonment for debt back to the Roman Law of Debtor and Creditor, and showed that, although the policy of a *cessio bonorum* sufficing to cancel a debtor's obligations was known in theory if not in practice to the Roman jurisconsults, yet its adoption by the legislators of this country is of modern date. About the time of Henry III. and Edward I., indeed, the civil law acquired some credit in England. The close alliance that sprung up between the civilians and the canonists, soon, however, excited the jealousy of Westminster Hall; and the Roman jurisprudence not only was rejected, but became obnoxious.

The evils thus engendered at length imperatively demanded some alleviation—jail deliveries of debtors by special Acts of Parliament were the first and rudest attempts. The earliest of these Acts was 22 & 23 Chas. 2, c. 20, A.D. 1670. The preamble of this Act, describing the mischiefs it was intended to remedy, inform us that it was passed "forasmuch as very many persons now detained in prison are miserably impoverished, either by reason of the late unhappy times, the sad and dreadful fire, their own misfortunes or otherwise, so as they are totally disabled to give any satisfaction to their creditors, and so become, without advantage to any, a charge and burden to the kingdom, and by noisomeness may become the occasion of pestilence and contagious disorders, &c." The next step in advance was the enactment of temporary Insolvent Acts, of which kind 2 Geo. 2, c. 22, A.D. 1728, is the earliest in date. The first permanent Insolvent Act followed in A.D. 1758, namely, 32 Geo. 2, c. 28, called the Lords' Act. From that date to the present the subject of Bankruptcy and Insolvency has furnished an exhaustless mine of legislation. But both arrest on mesne process and arrest in execution (or on final process) with the natural though not necessary consequence of imprisonment, were left untouched, until in the year 1838, in accordance with the views embodied in the Report of the Common Law Commissioners of 1832, arrest on mesne process was abolished. In 1851, by the Absconding Debtors' Arrest Act, authority was given to commissioners of bankruptcy and judges of the county courts to grant warrants for the arrest of debtors absconding from England previous to final process.

With this exception imprisonment for debt can now only take place on final process, or under the powers invested in the Insolvent Commissioners and County Court Judges. The arguments advanced by Mr. Law, the present Chief Commissioner of the Insolvent Court, and others who uphold the retention of imprisonment as the just and natural consequence of debt, may be epitomised as follows:—On grounds of moral justice, 1. A man who has obtained on credit the property of others, and is unable to restore it, or is desirous to be excused from doing so, must be regarded as having entered a plea of guilty, and standing thus confessed a pecuniary defaulter, should be treated with summary justice. 2. Imprisonment is the fitting punishment for crime. To obtain credit on fraudulent pretences is a criminal act, and is justly punished as such. 3. It is unjust to require a judgment creditor to prove fraud on the part of the debtor. Every debtor should be considered *primâ facie* to have pleaded guilty to the whole indictment, and previous to the establishment of a claim for indulgence, all debtors should be treated on an equality. 4. It is not practicable to ascertain the comparative innocence or guilt of a debtor without a personal examination as to the accuracy of his schedule of debts and assets. By subjecting all judgment debtors alike to imprisonment, a most powerful incentive is furnished them to establish a claim for indulgence by submission to such examination, and production of the necessary documents and information. 5. In short, there should be an absolute presumption of fraud against every citizen who has diminished, or assisted in diminishing, the property of another, and who declines the restoration which is due, while the admission of the contrary principle would aggravate every existing evil connected with debt — improvidence, extravagance, selfishness, and fraud. 6. After all, the cruelty of imprisonment for debt is much exaggerated. In all cases it is limited in time, and where it is wrongful, admits of easy reparation. Next, on grounds of social expediency:—1. The abolition of arrest in execution will enable a dishonest debtor to conceal his personal property with impunity. A defendant who has covered his visible property with a bill of sale feels certain that not one plaintiff in five hundred will have the courage to indemnify the sheriff in the execution of the warrant, and so expose the fraud; consequently, that officer is successfully defied; but let the *ca. sa.* follow the *fi. fa.* and the debt is paid, or if it is not, still the *onus probandi* will be laid not on the sheriff but on the debtor. 2. Abolition will increase facilities for collusion between the defendant and a friendly plaintiff, against which imprisonment is the solitary safeguard. 3. The beneficial effect flowing from such imprisonment upon society is incalculable, as must appear when it is considered that those who go to prison for debt are but a part of those against whom process is issued; that those against whom process is issued are but a part of those against whom judgments are recorded; that those against whom judgments are recorded are but a part of those who pay after being sued; that those who pay after being sued are but a part of those who pay after legal threats; that those who pay after legal threats are but a part of those who make reluctant payment in fear of the consequences of delay; that those who pay slowly and reluctantly are but a part of those who in fulfilment of the duty which they owe to their neighbours are influenced, some almost unconsciously, by the knowledge that there is a law which will at last visit with the loss of liberty the neglect of that duty. It is therefore said to be unfair to point to the expense to which a judgment creditor may be put in imprisoning his debtor, as being so much loss to him, often without any corresponding gain. The system must be judged as it works on the whole, not in detail; yet even regarding it in detail, who it is asked, would have the hardihood to deny that any individual creditor may not in his own person gain more through fear of imprisonment amongst those who have paid their debts than he loses by the expense incurred in imprisoning defaulters?

To test the soundness of this reasoning, it will be necessary to consider more especially the proposition which constitutes the keystone of the whole, namely, that fraud is *primâ facie* to be presumed of every debtor. The reason why this point is so much pressed is obvious. It is to bring debt under the head of offences the perpetration of which constitutes a breach of those duties which are due from every citizen to the whole community. For if it is considered as only a question of credit between individuals, as the creditor is aware of the risk he runs in giving credit, and if he is a cautious man will in his calculation take the probabilities into account, it is absurd to maintain, that because the speculation turns out unfavourably to him that the whole community have suffered. It is clear that as far as the general body of the community is concerned, it is a matter of indifference through what channels the wealth of the country flows. And it is idle for any one man to assert that the whole community has been injured, because he has been disappointed of a particular reflux. Let the transaction be tainted with fraud, and its whole nature is at once changed. It is no longer an affair of credit between two individuals, to which

the doctrine of *caveat emptor* more or less applies. The man who obtains credit by fraud, equally with the man who picks a pocket, by extorting from a fellow citizen a contribution without his assent, sins against the fundamental principles of society; and inasmuch as any citizen might have been his victim, the whole community is injured. In the case of simple, or, as it was termed by the commissioners of 1840, "honest" debt, restitution is acknowledged to be sufficient, for by restitution the debt is expunged. In the case of fraudulent debt, society is likewise a creditor, but one whose claims cannot be satisfied by simple restitution, and it justly requires its debtor to pay in person. The bare fact of the restitution being made in part, or not at all, cannot alter the original nature of the offence, so as to lift it into a higher category. Its essence remains the same. It is, therefore, because imprisonment for simple debt is felt to be a punishment in excess of the offence, if it be one, that the advocates of this doctrine are driven to assert that fraud is to be imputed to every debtor. No doubt, the expediency of such a course can be supported on the spurious argument of the advantages thus obtained in assisting the elucidation of the truth; but the same plea with equal force could be brought forward in favour of torture as well as imprisonment of the person. By the present mode of proceeding the innocent are punished for a better security against the escape of the guilty. The punishment suitable to a higher offence is awarded on confession of the lesser, and that in direct opposition to the whole policy of our laws, which allows no man to be treated as guilty until actually found so. For those exceptional cases where the Legislature, when creating an offence, has enacted that certain specified facts shall be taken as an admission, unless the accused can show that he is innocent, are irrelevant to the present question.

Another objection to imprisonment for debt is its inequality. Upon the fraudulent debtor it presses with comparative lightness. Upon the honest debtor it casts a stigma in proportion to his previous respectability. Not only is the imprisoned debtor debarred from obtaining the extinguishment of the debt by his own exertions, but his moral condition is deteriorated to the detriment of society. "The present arrangements," says the chaplain of the Northampton jail, "for debtors in our prisons are most objectionable — to keep a number of them associated in a state of involuntary idleness cannot but be attended with most injurious results both to morals and good order. I trust the time is not far distant when none but those debtors who have been guilty of fraud, or contempt of court, will be committed to prison; and these might be subjected to the general discipline of the jail." In addition is to be considered the large outlay required from the country for their detention, averaging from £20 to £50 a-head, per annum, and as a large portion of the expense thus incurred is of a permanent nature, without reference to the actual number of commitments, nothing less than the total abolition of imprisonment for debt can obviate the necessity of providing sufficient accommodation for any contingency—a matter of no slight consideration when it is considered that the number of persons incarcerated for debt, or on civil process, in England and Wales was in 1854, 9677; in 1855, 11,245; in 1856, 11,406; in 1857, 14,339; in 1858, 16,620; (or 11·9 per cent. of the whole commitments to prison in that year) making a total in the five years of 63,287; the total of the five years previous, namely, from 1849 to 1853, having been 42,219, being an increase in ten years of 50.2 per cent., while in the same period imprisonment for crime has decreased 2.9 per cent. This large and steady increase mainly arises from the operation of the County Courts Acts—which, while they give no direct powers to the creditor to arrest and imprison for debt, authorise the judge to commit for any period not exceeding forty days, any man who refuses or neglects to pay a debt or damages after judgment obtained—the number of re-commitments being unlimited. In spite of the anxious care and supervision exercised by the judges, the results are somewhat startling. According to the report of the Inspectors of Prisons just issued, in one year no less than sixty-one prisoners were confined in the Bedford Jail, at the suit of two hawkers alone—we will quote a few of the instances mentioned. 1. A debtor committed for non-payment of 17*s.* 8*d.*, the original debt being 7*s.* 6*d.*, of which 3*s.* 6*d.* had been paid for a dress supplied five years before, without his knowledge, to his daughter, then only twelve years of age. 2. Debt and costs £4 5*s.* 6*d.*, original debt £2 7*s.* 6*d.*, of which £1 2*s.* had been paid—the debtor had been in prison for the same debt seven times previously. 3. Debt and costs 11*s.* 1*d.*, for a shawl left with debtor's daughter sixteen years of age; prisoner was not at home when the shawl was left, and was taken from his work to jail. 4. A female debtor, nineteen years of age, debt and costs 18*s.* 4*d.*, original debt 10*s.* 4*d.*, for a shawl bought by her five years previously.

By the 22 & 23 Vict. c. 57, some limit was put to the power of imprisonment by judges of the county court; but the real blot was left untouched. And we may fairly enquire, if this is the present state of things under the County Courts Acts, what will be the state of things in future, when, in addition to their present onerous duties, the county court judges are saddled with bankruptcy and insolvency, as contemplated.

We have taken our examples from the lower walks of life, because it is upon those who live by manual labour, that imprisonment presses the most heavily. It is with these also that debt is most often the fruit of misfortune or ignorant improvidence. Yet it is not beyond the truth to say, that throughout all classes of society, imprisonment has become rather an instrument for extortion in the hands of dishonest creditors, than a means of punishing fraudulent debtors. The Attorney-General proposes to amalgamate bankruptcy and insolvency. "As long," says Mr. Law, "as the law of arrest in execution is deemed essential to the interests of the community, the distinction between the court which moderates that law and the court which administers bankrupts' estates is as essential as the distinction between any two jurisdictions in the kingdom." If, therefore, the Attorney-General's Bill should pass, then on the authority of Mr. Law himself, the abolition for imprisonment for debt is imperative. For ourselves, we can see no necessity for its retention. Let the debtor accused of fraud be tried, and, if found guilty, be criminally punished. To meet the cases of those deserving some, but a milder, punishment, a modification of the system of outlawry might be adopted, subjecting them, though still living in the country, to the disabilities attached to outlawry without inflicting on them the loss of personal liberty. It is but just that those who, through their own wilfulness are incapacitated from fulfilling their civil obligations should forfeit, at the same time, their civil privileges. A distinction would be made between the various grades of innocence and guilt. The unfortunate, the reckless, and the fraudulent, would then no longer be confounded together. C. E. J.

THE BANKRUPTCY AND INSOLVENCY BILL.

The following are further Notes by Mr. Edward Lawrance on the above Bill.*

149. *As to persons subject to this Act.*

This clause seems to meet with general approval, though some persons still insist, that there is a broad distinction between a trader whose misfortune may be caused by the defaults of others, or by calamity over which he has no control, and a non-trader whose insolvency almost invariably arises from his own misconduct. It is suggested that the Court should have a large discretion in annexing conditions to the order of discharge of a non-trader, so as to make his expectancies, or subsequently acquired property, available.

* See p. 536.

150. This section provides, that all sittings of the Chief Judge and London District Court shall be holden in Basinghall-street, thereby recognising the personal convenience of the mercantile community. It is suggested that the words "unless the Court shall otherwise direct, and subject to any order to the contrary by her Majesty in Council," should be omitted as unnecessary.

154, 155. All the existing acts of bankruptcy, as described in sect. 67 of the "Bankrupt Law Consolidation Act, 1849," ought to be retained. If the words "or shall depart from his dwelling-house, or otherwise absent himself, or begin to keep his house," be omitted from this clause, as proposed by the Bill, it will be difficult, and may be impossible, for a creditor to obtain the benefit of clauses 173, 174, and 175, which provide for *personal* service on the debtor, unless the Court have power, whensoever it shall appear that the debtor is keeping out of the way, to order substituted service, either by notice in the *London Gazette*, or one or more newspapers, or otherwise. There is no better evidence of the insolvency of a debtor than his departing from, or beginning to keep, his dwelling-house.

These clauses ought to be enlarged by making any fraudulent grant, gift, delivery, or transfer, of any goods or chattels an act of bankruptcy, whether such grant, &c., be made within the realm or elsewhere. The clause as it stands is imperfect in that respect.

156. *As to acts of bankruptcy.*

This clause, taken in connection with clause 399, is open to serious objection, as it will be practically impossible to obtain the assent of three-fourths of the creditors in number and value within seven days, and for the same reason, it will be impossible for the debtor to make the affidavit required; nor should the deed under any circumstances be declared void, but only voidable. No trustee would act under an assignment executed in pursuance of this clause (156), and subject to the conditions prescribed in clause 399.

242. *Order and disposition.*

This clause may be usefully extended to every case in which a debtor makes an arrangement with his creditors, whether by deed of inspection, trust deed, or petition for arrangement. The words "at the time he become bankrupt" are indefinite. Do they mean at the time he commits an act of bankruptcy, having regard to the preceding clause as to the effect of levying an execution by seizure and sale; or do they mean the time of the actual adjudication, if made upon the petition of a creditor, or the filing of the petition by a debtor?

253. *Payments when fraudulent.*

This clause, in its present shape, is open to serious objection. It imports that every transaction between the bankrupt, and any person within sixty days from the filing of the petition of adjudication shall be deemed a fraudulent preference, except for a reasonable and sufficient consideration to be given, or agreed to be given, at the time, so that strictly speaking nothing but an actual ready money payment would be protected.

271. *As to the rights and duties of creditors' assignees.*

The objections to the appointment of a creditors' assignee, to the exclusion of the official assignee, have already been fully stated.

272, 273. The rendering of these accounts periodically to the official assignee, and sending them through the general post to every creditor who has proved under the bankruptcy for the sum of £10 and upwards, would cause considerable expense; but if the official assignee be retained, there seems to be no reason why he should not after every audit of his accounts, at intervals not exceeding four months, send a summary of his receipts and payments to all creditors whose debts exceed £50.

292. It is submitted that three months is too short a time for the limitation of actions. Six or twelve months would be preferable.

293. If the assignee be required to raise money by way of "mortgage or pledge," and to execute such "mortgage or pledge," he should not be required to enter into any covenant for payment of the mortgage money.

306. *As to proof of debts.*

Having regard to the facilities which creditors, both in London and the provinces, now have of making affidavit of their debts, without being obliged to attend court for the purpose, it is submitted that the ordinary course of tendering every proof at a meeting of creditors ought not to be dispensed with. Under the existing practice, it is the duty of the solicitor for the petition, and it is the right of the creditors present at any sitting, to investigate every proof which may be tendered. The mischief arising from a relaxation of this rule would be considerable, and would necessarily be increased if the official assignee be displaced, and the creditors' assignee be the sole recipient of such statement.

The proposal that any clerk, or other person in the creditor's employment, may prove the debt by his affidavit, is open to serious objection. The proof of debts cannot be too carefully guarded. The rights of *bonâ fide* creditors will be seriously endangered if the existing protections against fictitious proofs be withdrawn.

Another reason for tendering every proof at a meeting of creditors is, that the bills of exchange, and other securities held by creditors may be exhibited at such sitting and marked, so as to entitle the creditor to payment of the dividend on the production thereof, such production being, under the present practice, indispensable to the payment of any dividend.

309. It is submitted that it can scarcely be necessary to send a list of the creditors who have proved their debts to every creditor. Creditors object to the amount of their bad debts becoming known, as the disclosure affects their credit. To send such a list would also involve considerable expense.

391, 392. *As to change from bankruptcy to arrangement.*

Without questioning the propriety in certain cases, of the creditors having the power to stay proceedings in bankruptcy, it is submitted that the Court, in the exercise of its discretion, should have regard to the character of the bankrupt's dealings and to any charge of grave misconduct which may be brought against him, either in the contraction of debts or otherwise, which may render it expedient for the interests of public justice that the proceedings should be continued in bankruptcy, with its consequent publicity. If pecuniary interests alone are to decide the question, and the words "calculated to benefit the general body of the creditors under the estate," are to be construed with reference to those pecuniary interests, much mischief may be done.

457. *As to the distribution of estates of deceased debtors.*

It is submitted that the act of bankruptcy should be dispensed with. It will be difficult to prove an act of bankruptcy against a dead man, and unfair to deprive his representatives of the advantages of explanations of a doubtful act of bankruptcy, which a living debtor has; but apart from this, there seems to be no reason why the estate of a deceased insolvent debtor should not be administered precisely in the same manner as that of a living insolvent, with the same facilities to creditors.

It will be a great boon to the trading community if the general law of bankruptcy, as proposed by this Bill, be applied to the administration of the estates of deceased insolvent debtors, without destroying the contemplated benefit by restrictive clauses. It is suggested, therefore, that proof of the act of bankruptcy provided by clause 460 should be dispensed with, and that proceedings to obtain administration in bankruptcy may be taken at the expiration of one month, instead of three months. Much mischief may be done by a dishonest executor or administrator in the period of three months.

465. It is submitted that even when proceedings for the administration of an estate of a deceased debtor shall have been instituted in a court of equity, the Court of Bankruptcy should have jurisdiction, if the deceased debtor were a trader. This distinction between a trader and nontrader may reasonably be maintained in administering the estate of a deceased debtor.

473. If these clauses are to have any beneficial effect, there should be no preferential payment of any kind. The distinction between specialty and simple contract debts, as to priority of payment, should be abolished. The estate of a deceased insolvent debtor, whether trader or nontrader, ought to be equally distributed amongst all his creditors, precisely in the same manner as if he were living and made bankrupt under this Act. Unless this course be adopted it is perfectly clear, that judgment or specialty creditors will always take care to claim the benefit of the 465th clause, so as to exclude the possibility of an order for distribution under this Bill.

474. This clause seems to provide for a petition for distribution being presented by a creditor within three months of the decease of the debtor. Is it not inconsistent with clause 457, which provides that no such petition shall be presented within three months of the decease of such debtor, and with clause 460, which requires as an ingredient in obtaining the order of distribution, proof that such decease occurred *more* than three months before the filing of the petition?

514. *Solicitors.*

The right of solicitors of the High Court of Chancery to appear and plead, without being required to employ counsel, ought not to be restricted to matters administered "in chambers." This right is for the benefit of the suitor, and has existed from time immemorial.

For many years before the 6 Geo. 4, c. 16, (2nd May, 1825), "an Act to amend the Law relating to Bankruptcy," this privilege of solicitors had been enjoyed unquestioned, and was not disturbed by that Act.

The 1 & 2 Will. 4, c. 56, s. 10 (20th October, 1830), "an Act to establish a Court in Bankruptcy," enacts that "all attorneys and solicitors of the superior courts of law or equity may be admitted to have their names enrolled in the (said) Court of Bankruptcy, and may appear and plead in any proceedings in the said Court, *without being required to employ counsel*, except in proceedings before the said court of review, and upon trials of issues by jury."

The existing "Bankrupt Law Consolidation Act, 1849," 12 & 13 Vict. c. 106, s. 247, contains a similar provision, omitting the words as to the court of review and the trials of issues by jury; the court of review having been abolished by the 10 & 11 Vict. c. 102.

This right was not sought to be disturbed by the "Debtor and Creditor Bill," brought in by Lord Chelmsford, Lord Chancellor, on the 7th February, 1859; and the "Bankruptcy and Insolvency Bill," brought in by Lord John Russell, on the 16th February, 1859, contained a clause similar to sect. 247 of the 12 & 13 Vict. c. 106.

By the "County Courts Act," 15 & 16 Vict. c. 54, s. 10, it is enacted, "that it shall be lawful, that an attorney of her Majesty's superior courts of record shall be entitled to be heard to argue any question."

It is difficult to understand how the dignity of the chief judge will be compromised by his being addressed by solicitors of high standing and experience. If it be said that in the superior courts, with the judges of which the proposed chief judge is to rank, barristers alone may address the court, the answer is that the Court of Bankruptcy has always been considered exceptional in its mode of conducting business, and that questions continually arise, in which it would be exceedingly inconvenient, and very expensive, to instruct counsel. The respect paid by solicitors to the judge in public court would, at least, be equal to that paid to him in chambers.

By the proposed Bill, the Commissioner of the London District is to have an increase of £500 salary. Will that increase invest him with such additional dignity as to require that solicitors should be displaced, and none but counsel be heard in court? It is seriously contemplated that the right of solicitors to act as advocates should be dependent upon the amount of assets within the London district; in other words, that within the so-called metropolitan district solicitors should not be allowed so to appear; but that if an estate be administered in a county court, whether beyond the metropolitan, and within the London district, or beyond the London district, the right should remain as heretofore?

Unless this right of solicitors to be heard, be conceded to the suitor, he, whether creditor or debtor, will, at all meetings for the bankrupt's last examination, and for all applications for orders of discharge, and in all other cases in which the Court may think fit to sit in public, be compelled to employ counsel, at considerable expense.

As the Bill now stands, solicitors may appear and plead in public before any county court judge, but not before a commissioner of a District Court of Bankruptcy. Is not this inconsistent?

The mercantile community are clamouring loudly for reform, in consequence of the expense attending the present administration in bankruptcy; but by this clause that expense will be largely increased if, in all matters involving public discussions, briefs are to be prepared, and counsel retained.

The Courts, Appointments, Promotions, Vacancies, &c.

ROLLS' COURT.

Harbin v. *Darly*.—May 22.—The only point of importance in this case was an exception taken to an order of the Taxing-master, disallowing certain costs charged by a trustee—who was by profession an attorney—for work done by him in execution of his trusts, which partook of the nature of professional services.

His HONOUR disallowed the exception, and said that the Taxing-master was quite right not to let the charges of the trustee as a solicitor be mixed up with the performance of his duties as a trustee. If a solicitor thought fit to accept the office of trustee, he must perform the duties of it just in the same manner as any other person would—viz., free of remunerative costs to himself. The Taxing-master's order was unexceptional on this point, and the motion to vary it must be refused with costs.

JUDGES' CHAMBERS, COMMON PLEAS.

(Before Mr. Justice WILLES.)

May 21.—*Redmayne & another* v. *Burton, Lloyd, & Co.*—This was an action by the plaintiffs against the defendants, bankers at Shrewsbury, to recover the amount of certain of their notes, the halves of which were lost in their transmission through the post.

Mr. *Hannen*, for the plaintiffs, applied, under 17 & 18 Vict. c. 125, s. 87, that upon the plaintiffs giving an indemnity to the satisfaction of the Master the defendants might be restrained from setting up as a defence the loss of the notes.

Mr. *Edye*, *contra*, objected that the application was premature, being made before declaration; that the section did not apply to a case where only half the instrument was lost; and that the plaintiffs were not justified in cutting the notes in half.

Mr. Justice WILLES.—The law on this subject was much before the Court upon a recent case, and the matter is, therefore, fully before my mind. The application is made at the proper time, and the section applies to this case. The Bank of England, acting upon what may be called the law merchant, have always been in the habit of paying on an indemnity. My opinion is that the defendants would be liable to pay without an indemnity, as any person taking a half note, would take it with notice; but the plaintiffs having offered an indemnity, let it be so. I shall make an order as asked, and if the defendants within a week elect to pay, then the plaintiffs shall give the indemnity, and give up the half notes to the defendants, and pay them the costs of the action, and thereupon all further proceedings shall be stayed. The practice of cutting a negociable instrument in half was recognized in a late case where a person gave a bill to get discounted to a person who not having succeeded returned it to the acceptor, and he tore it in half and threw it on the ground, the two halves were picked up and got into the hands of a *bonâ fide* holder for value, who recovered.

Attorneys for the plaintiffs, *Underwood & Colman*, 13, Hollesstreet, Cavendish-square.

Attorneys for the defendants, *Tate & Dodd*, 32, Bucklersbury, agents for *Folliott Sandford*, of Shrewsbury.

COURT OF COMMON PLEAS.

May 23.—*Ozlade* v. *The North Eastern Railway Company*.—At the conclusion of the argument in this case, which was a rule for an attachment against certain of the directors of the North Eastern Railway Company for disobeying an injunction of the Court under the Railway and Canal Traffic Act, in continuing to refuse the same facilities for the conveyance of coal to the plaintiff as were accorded to other parties, the Lord Chief Justice stated that he had received a written communication from the plaintiff; and he wished publicly to state that the moment he found a letter written to him from any party who was a litigant in a case before him, he made a point of not reading a word more. He did not wish to say anything harsh to the plaintiff in the present case; but he felt it right to say that it was a breach of duty for any one who was a party to a suit to write relative to his case to the judge who had to hear it. The plaintiff was about to make some explanation, when his Lordship said, "Be so good as to let the matter drop."

The Lord High Chancellor of Ireland, and the Lord Chief Justice of the Court of Queen's Bench in Ireland, have appointed Mr. Geo. Humble, solicitor, of Bradford, a commissioner extraordinary, and also a commissioner for taking affidavits in the Irish Courts of Chancery, Bankruptcy, and Common Law respectively.

Mr. Henry Hime, solicitor, of Liverpool, has entered upon his duties as registrar of the Liverpool County Court, his appointment having been confirmed by the Lord Chancellor.

Parliament and Legislation.

HOUSE OF LORDS.

Tuesday, May 22.

BANKRUPT LAW (SCOTLAND) AMENDMENT.

This Bill was read a third time and passed.

PETITION OF RIGHT.

This Bill passed through committee.

Thursday, May 24.

ECCLESIASTICAL COURTS JURISDICTION.

This Bill passed through committee with amendments.

PETITION OF RIGHT.

This Bill was reported with amendments.

HOUSE OF COMMONS.

Monday, May 21.

BANKRUPTCY AND INSOLVENCY.

Petitions were presented in favour of this Bill by Mr. Crawford, from 1,200 merchants, bankers, and traders of the city of London; by Colonel North, from Hastings and St. Leonard's: by Mr. Wickham, from the official assignees of the Newcastle-on-Tyne District Court of Bankruptcy; by Mr. Beecroft, from the official assignees of the Leeds District Court of Bankruptcy; also from the official assignee of the Hull branch of the Leeds District Court of Bankruptcy; by Sir W. Miles, from the official assignees of the Bristol District Court of Bankruptcy, and the official assignees of Liverpool; by Mr. Stansfeld, from official assignees of the Manchester district, praying to be secured the *maximum* emolument accorded to them by the Bill; by Mr. Gard, from the official assignees of the Exeter District Court of Bankruptcy, praying that a clause may be inserted in the Bill to the effect that the retiring pension of two-thirds proposed to be allowed to official assignees may be calculated on both salary and fees, instead of salary alone; by Mr. Crawford, from messengers of the Court of Bankruptcy for the London district, against clauses in the Bill abolishing their offices, &c.; by Lord Henniker, from Eye, Diss, and forty-one parishes within the district of the County Court of Suffolk and Norfolk there holden, praying that extended jurisdiction in bankruptcy may be given to County Courts in like manner as in insolvency; and by Mr. Murray, from Mr. Charles Clements Brooke, stating the circumstances of his wife having a charge on the estates of a peer for £20,000; that the estates were released on the peer covenanting to pay the £20,000, with interest, when his son attained twenty-one; that the peer did not pay, but conveyed the estates to his son; that judgment was obtained against the peer for the full amount of debt, interest, and costs; that the sheriff had been unable to discover property which could be made available for payment of the debt; and praying that the distinction between trader and non-trader be abolished; also from about 200 solicitors of the metropolis, setting forth the claims of the messengers, who have held their appointments for periods varying from twelve to forty-one years, submitting that they ought not to be dismissed without compensation, and praying the amendment of the Bill to make it consistent with past legislation and the requirements of justice.

Tuesday, May 22.

Petitions were presented by Mr. Gard, from solicitors at Exeter, praying that the office of messenger may not be abolished without due compensation to the present holders; by Mr. Gore Langton, from the solicitors of Bristol, to the same effect; and by Mr. Turner, from messengers in the Manchester Court of Bankruptcy, to the same effect.

YORK ASSIZES.

Mr. DEEDES, in the absence of Mr. Cayley, asked the Secretary of State for the Home Department, in reference to a circular lately sent to the magistrates of the county of York on the subject of a division of the assizes of that county, whether he was aware that the Common Law (Judicial Business) Commissioners (1857) reported against the expediency of removing the assizes from York; whether he was aware that in 1858 a memorial was forwarded to the then Secretary of State, prepared by a committee appointed by the General Gaol Sessions of the county, and signed by 309 of the magistracy (169 being magistrates of the West Riding), expressing a conviction that the removal of any portion of the assizes from York would be accompanied by great public inconvenience, and be at variance with the feelings of the county at large; and whether he had any objection to lay upon the table any recommendation he might have received in favour of such change, together with the names or numbers of the parties recommending the same?

Sir G. C. LEWIS said he had received representations from a very numerous and respectable deputation a short time ago in reference to the advantages which would arise from holding a separate assize for the West Riding; and he had addressed letters to the three lords-lieutenant of the different Ridings of Yorkshire, requesting them to ascertain the opinions of the magistrates in their respective districts. There would be no objection to produce the answers when they were received. The correspondence which had already taken place would be published.

CORONERS' BILL.

Mr. CORBETT said that the select committee which had been appointed to inquire into the office of coroner, after examining several witnesses, came to the determination that it was very desirable to introduce a Bill forthwith, embodying their recommendations. Their recommendations were—1st, to make a declaration of the cases in which inquests should be held; 2nd, to empower the Attorney-General to apply to a judge at chambers for a rule calling upon the coroner to show cause why he did not hold an inquest in any case; 3rd, to give the Home Secretary power to make rules for the guidance of the county police in giving the coroner information; 4th, to allow the justices to fix the salary of the coroner; 5th, to assimilate the election of coroner to the election of a member of Parliament; and, 6th, to provide that coroners' jurors should be indifferently summoned from the jury lists of their respective counties. With regard to assimilating the election of coroner to that of a member of Parliament, he found that there was a difficulty, and he had so far deviated from the fifth recommendation as simply to propose that the polling should take place on one day and in one place, but that the election be conducted as at present. With regard to the 6th point, the jurors being taken indifferently from the jury lists, he was informed that it would be inconvenient to carry that into effect, and, although the clause appeared in the Bill, it might either be modified or omitted. The great principle of the Bill was the payment of coroners by salaries instead of by fees, and as there must be a full discussion on the whole subject, he suggested that the Home Secretary should appoint the second reading of his Bill on the same day as the second reading of this Bill. The hon. member then moved for leave to bring in a Bill to amend and declare the law relating to the election, duties, and payment of coroners, and to the taking inquisitions in cases of deaths.

Sir G. LEWIS said he had no objection to the Bill being introduced, and he would take care to fix the second reading of his Bill for the same day, so that the House might decide on both at the same time. He was not converted to the opinion of the committee that coroners should be paid by salaries instead of fees, and it would be his duty to oppose that provision.

The motion was then agreed to.

COURT OF PROBATE.

Sir J. SHELLEY rose to ask the First Commissioner of Works when proper accommodation would be provided for the Court of Probate, and what steps had been taken to acquire the property for which powers were given under the Act of last session, and for the purchase of which a sum of £60,000 was granted. The present offices were in every respect inconvenient. The accommodation was not sufficient for the gentleman whose business it was to attend at the offices; there was not room for the papers and wills deposited, and the result was that many of these were dispersed all over the country, while a loss of fees to the revenue, amounting to about £15,000 a year, was sustained. By way of remedy for this evil, many very valuable documents had been sent to St. Paul's; but the Dean and Chapter would not allow a fire or candle in the room in which they were deposited; so that they could only be examined during the summer months, and were, besides, being destroyed by damp and mildew. It was said that the College of Advocates asked a fancy price for their property, but Mr. Pennithorne stated that, if the property were bought merely as a temporary arrangement, such was the growing value of property in the city of London, that he had no doubt it might be sold in five or six years without loss to the Government. It was said to be in contemplation to concentrate all the law courts on one site, but the House had already had some experience of the delay that was likely to take place in carrying out such an object. The Keeper of Records had declared that after last Thursday there would not be a room in which a single will or fit paper could be placed in a state of safety. This was a subject which required the immediate attention of the House. Honourable members would not sleep in their beds if they knew that in consequence of a dispute between the Board of Works and the Treasury the title deeds of their estates might at any moment be destroyed by fire.

Mr. COWPER said that the real question was whether the Board of Works were prepared to purchase the property that

belonged to the College of Advocates. He would shortly give the reasons why they thought it better not to do so. The present Probate Registry was an inconvenient building, and it was expected that the commission now sitting for the concentration of the law courts would recommend some plan for placing all the law courts on some convenient and contiguous site. It was therefore very desirable that the Board of Works should not go to an expense that would stand in the way of uniting the Probate Registry with the law courts. The Registry ought to be in contiguity to the Probate Court itself, the Divorce Court, and the Admiralty Court. He had therefore to consider how temporary accommodation could best be supplied. This might be done in two ways—either by buying the property belonging to the College of Advocates, or extending the present accommodation by means of hiring the houses on the other side of the way. He had preferred the latter plan, because it involved a saving of £20,000. He should thereby provide seven times as much accommodation as was now found in the registry of wills and documents, whereas the officers of the court stated that it would be enough if they had five times the present space at their disposal. The plan he had alluded to would be much more economical, and it would provide every accommodation until a larger and more permanent scheme could be adopted.

BANKRUPTCY AND INSOLVENCY (SALARIES).

The House went into committee on this Bill.

Mr. BOUVERIE desired some fuller explanation of the financial part of the Bill, and what were the prospects of a revenue being derived from the Court itself. The Bill placed on the Consolidated Fund a charge of £20,000 a year; and dealt in a sweeping manner with the existing sources of revenue from the Court; and he should be surprised if the rest of the charges of the Court were not ultimately thrown on the same fund. The new charges of the Court would be £106,000, or nearly double the existing charge of £58,000, and while the charge was doubled, the sources of income were swept away.

The ATTORNEY-GENERAL said the commissioners had recommended that the sums for compensation and retiring annuities should be transferred from the revenue of the Court to the Consolidated Fund, and he had sought to carry out that recommendation in his Bill. He then briefly recounted the chief financial details of his scheme as stated by him in introducing the Bill, dwelling particularly on an anticipated additional revenue of £60,000 a year from registration fees, averaging £10 10s. each, on trust composition and inspection deeds, which he now proposed to bring within the range of the bankruptcy law, and showed how after abolishing charges, chiefly in the shape of per centages on the suitors and of stamps, to the amount in the aggregate of £37,000 a year, and relieving the income of the Court to the extent of £20,000 a-year, by transferring the compensations to the Consolidated Fund, he would still have a clear surplus of £15,000 a-year.

After some further discussion the clauses were agreed to.

BANKRUPTCY AND INSOLVENCY.

The ATTORNEY-GENERAL moved that the House go into committee on this Bill.

Mr. VANCE made some criticisms on the Bill and stated that to transfer (as the Bill proposed) the power of punishment from the Bankruptcy and Insolvency Courts to the Criminal Courts would be apt to defeat the ends of justice, because few creditors would put themselves to the trouble and expense of prosecuting a debtor. At present the judge had the power of suspending or refusing a certificate; but under the Bill he could not suspend the certificate beyond the time during which a bankrupt was imprisoned. A great many bankrupts would prefer the odium and hardship of incarceration to the suspension of certificate for twelve or eighteen months. The denial of the right of appeal in certain cases was very objectionable, as was also the curtailment of the right of solitors to appear in court. Private arrangements, under certain circumstances, were no doubt desirable, but their conclusions ought not to be kept secret as at present. The public ought to be fully warned of the former defalcations of every bankrupt who entered into a private arrangement, in order that he might be prevented from starting afresh in another neighbourhood, and playing off his old tricks on new customers. He therefore proposed that a certain degree of publicity should be given to these arrangements, not at the time when they were originally made, but when they were completed.

Mr. BRISCOE thought that great injustice would be done to the messengers, if their offices were abolished without full compensation.

After a few words from Mr. Lysley and Colonel Sykes, the House went into committee on the Bill.

Clause 1 was agreed to.

Upon clause 2,

Mr. WALPOLE moved the omission of the words, "subject, nevertheless, to the obligation of performing such duties and services as are hereinafter provided." The effect of leaving the words in the clause would be to render the commissioners in London, whose functions were to cease, liable to perform duties in the country, where the commissioners did not receive the same emolument. These commissioners held judicial offices under the patent of the Crown, and, in accordance with the invariable custom in such cases, such high officers should be compensated with a sum equivalent to the full amount of their salary, he should object therefore to the subsequent clause providing that they should only receive two-thirds of their salary as compensation.

The ATTORNEY-GENERAL said the necessity to remove the London commissioners arose, not from any complaint of the manner in which they had performed their duties, but from the defects of the system of which they were a part. It was hardly possible to state the necessity for the change without employing language which must have given the commissioners some degree of pain, but no imputation was intended, and he trusted they would accept this public statement of the respect to which he considered they were unquestionably entitled for having discharged these duties since 1832 with great credit to themselves and great advantage to the public. His own feeling was that not only would it be a great hardship, but that gentlemen would shrink from requiring any one of these judicial functionaries who had been long employed in the administration of justice in London to go down to some remote part of the country for a month or two. He was glad that his right hon. friend had adverted to the subject, and he should propose to alter the clause so that the London commissioners might be liable only to discharge extra duties of the same character and quality as now occupied them in London.

After some observations from Sir F. Kelly and Mr. Mellor,

Mr. WALPOLE withdrew his amendment, and the clause was agreed to.

Clauses 3, 4, 5, 6, and 7, were agreed to, after some verbal amendment.

On clause 8, relating to the appointment of a judge of the court,

Mr. BOWYER said he could not hear a proposal made for constituting this court with only a single judge, without entering his protest against it. He was convinced that such a system was essentially vicious, in that it vested too great a power in the hands of one man, which, being inadequately controlled by the bar, was always liable to be exercised arbitrarily. He would not propose any amendment, because the question he had propounded was not yet ripe for discussion; but the time must come when the whole of our judicial system would be reconstructed by Parliament.

The clause was then agreed to, as were also clauses 9 and 10.

On clause 11,

Sir F. KELLY proposed the insertion of the words, after judge, "and such judge, if a Privy Councillor, to be a member of the Judicial Committee of the Privy Council."

The ATTORNEY-GENERAL had no objection to the introduction of the words, which he presumed were taken from the Testamentary Jurisdiction Act.

The amendment was agreed to.

On clause 13,

Mr. HENLEY called attention to the circumstance that the chief judge was to have a salary of £5,000 a-year, without the amount of work he had to do being stated. He should like to have some information on the latter point.

The ATTORNEY-GENERAL explained that there would be the long vacation between the 10th of August and the 26th of October, and that, in addition to this, there would be a vacation of about fourteen days at Christmas and nine or ten days at Easter.

Mr. HENLEY said it appeared, then, that the aggregate number of holydays would amount to about three months, so that the chief judge was to have £5,000 for nine months' work; while another person, who was presumed to be equally well fitted for the work, was to have £400 for three months. There might be good reasons for the discrepancy, but he confessed he could not see them.

The ATTORNEY-GENERAL said all the more important duties would devolve upon the chief judge. During the vacation the duties would be such as might be done by a subordinate.

Mr. MURRAY asked why, in that case, the duties of th

deputy should not be discharged by a commissioner of bankruptcy?

Sir H. CAIRNS had no doubt the Lord Chancellor would appoint one of the commissioners of bankruptcy to perform this duty. The chief judge ought to have the same vacation as the judges of the land. His right hon. friend (Mr. Henley) must not suppose that this sum of £400 would represent an aliquot part of £5,000, because the judge, who would sit during the vacation, would put aside all the business that was not pressing and urgent.

Sir H. WILLOUGHBY said it was time a stand was made against these compensations in the Court of Chancery and the Court of Bankruptcy. He should take the sense of the House against these compensations when the fitting moment arrived. The sum paid as pensions, allowances, and compensations to the officers of the Court of Chancery and Court of Bankruptcy exceeded the total amount of judicial expenditure in many countries in Europe.

Mr. W. WILLIAMS held that the Commissioners of Bankruptcy ought to have something to do. He used to hear it said when these gentlemen got £1,800 as commissioners that there was not one of them who made £500 a-year at the bar.

The ATTORNEY-GENERAL said that the proper time to object to these compensations was when the resolutions upon the Bankruptcy Salaries, &c., Bill was under discussion. It was a great mistake to suppose that the Court of Chancery was indebted to the Consolidated Fund. If the balance were struck, and if the Suitors' Fund were emancipated from the burden thrown upon it, the Consolidated Fund would have £200,000 a-year additional to bear. The accumulated fees of the Suitors' Fee Fund ought to be dedicated to the purpose of relieving the suitors from the fees of the Court of Chancery.

The clause was then agreed to.

On clause 14,

Sir F. KELLY urged that it was exceedingly necessary that the chief judge should be appointed before the Act came into operation. He wished to know whether it was the intention of the Attorney-General to extend the jurisdiction of the county courts from £300 to £1,000 throughout the whole of England and Wales, with the exception of the London district; whether he proposed to give such jurisdiction up to £1,000 to the commissioner within the London district; and whether he was disposed to consider the propriety of constituting Norfolk and Suffolk, the outlying portion of the London district, a separate district with a commissioner of its own.

The ATTORNEY-GENERAL said he would take power to appoint the chief judge immediately after the Bill passed. The county courts within the London district, but beyond the limits of the metropolitan district, would have the power of receiving any bankruptcy up to the extent of £1,000, assets, which the creditors, by a majority, might choose to delegate to them. He did not see the advantage of giving creditors the power of sending bankrupts to the London District Court for amounts which exceed £300, and were less than £1000, because there would be no difference in the mode of administration and very little in the amount of fees. His aim was to bring the county courts into a state correspondent to the sheriff's courts in Scotland, and he did not see that any other more satisfactory mode of local administration could be provided. With regard to the suggestion to furnish certain districts with a local commissioner, it was impossible to accede to the proposition, unless they were prepared to put the whole provincial administration in the hands of district commissioners.

Mr. WALPOLE said the clause gave power to appoint to the office of London District Commissioner any commissioner of bankruptcy or insolvency, or any barrister of twelve years' standing. He wished to have an assurance that one of the present commissioners should be appointed.

The ATTORNEY-GENERAL said it was not in his power to give the required pledge; but he had no doubt that, if his right hon. friend addressed himself to the noble lord at the head of the Government, he would receive a satisfactory assurance.

Mr. WALPOLE said that if there were one person more than another well qualified to discharge the duties it was Mr. Commissioner Holroyd. He should certainly address himself to the noble lord, with a view to obtain the assurance that one of the commissioners should be appointed.

Mr. BOUVERIE advised the insertion of a specific clause to effect the object.

Mr. HENLEY hoped that his right hon. friend would give notice to strike out the clause if he did not receive a satisfactory answer from the noble lord.

The clause and clauses 14, 15, and 16, were agreed to.

Clause 17 was postponed.

Clauses 18, 19, and 20, were agreed to without discussion.

On clause 21, which fixes the salary of the commissioners of District Courts of Bankruptcy at £1,800 a-year,

Mr. BOUVERIE thought the original salary of the district commissioners, which was £1,500, sufficient. When they were made commissioners in insolvency as well as bankruptcy £300 a-year was added. But the insolvency business had since been taken from them, and given to the county court judges; but the commissioners retained the higher salary of £1,800. He should move as an amendment that the salary of £1,800 be limited "to the persons now discharging the duties of such commissioners."

Mr. BRISTOW thought the salary of the county court judges, £1,500, quite sufficient for the district commissioners of bankruptcy.

Sir F. KELLY considered the amendment premature.

Mr. WILLIAMS said the higher salary of £1,800 was introduced and carried in the House surreptitiously.

Mr. MELLOR complained of the language employed by the hon. member for Lambeth. He did not understand what the hon. gentleman meant by the sum fixed as the commissioners' salary having been introduced surreptitiously. He complained also of an assertion made by the hon. gentleman earlier in the evening that barristers had been appointed commissioners who were not earning £500 a-year by their profession before their appointment.

Mr. WILLIAMS had merely stated what, at the time the appointments were made, was a notorious fact. He repeated his assertion that the higher salary was carried surreptitiously, when the question was under discussion.

Mr. CLAY said if the salaries had been increased the labour of the office had been increased also.

Mr. HENLEY thought if the committee agreed to the amendment the salaries of the County Court judges would, hereafter have to be brought up to the same level. It ought to be left open to consideration whether the successors of the present commissioners should have £1,800 or £1,500 a-year.

The ATTORNEY-GENERAL believed the ordinary meaning of the word "surreptitious" would be, that a fraud had been practised on the House. On whom did the hon. member for Lambeth fix that charge? As to the salaries of the County Court judges, he thought they had been treated in a niggardly manner. Their duties had been augmented, and they had given great satisfaction. The hon. member probably knew men who would undertake to do the work for £500 a-year; but the salary in such a position should be suited to the talent, the respectability, and the independence required in it. By the amendment the committee was deliberately asked to reduce the scale of judicial remuneration; but he should object to putting the successors of the commissioners on a lower scale of salary than those who now held the office. He earnestly entreated those of the committee who were anxious to maintain the judicial institutions of the country not to assent to so insidious a proposal.

Mr. MALINS supported the clause as it stood.

Mr. A. SMITH said the only fault he found with the amendment was that £1,200 a-year was not proposed by it, instead of £1,500.

Mr. BRISTOW supported the amendment, believing the commissioners would be amply remunerated with £1,500 a-year.

The committee divided on Mr. Bouverie's amendment, when the numbers were—

Ayes	68
Noes	68

There being thus a parity of votes, the Chairman gave his vote for the "Noes," and the amendment was consequently lost.

Mr. BOUVERIE appealed to the Attorney-General, seeing there had been so close a division, not to persevere in fixing the salaries at the figure named in the Bill.

The ATTORNEY-GENERAL declined to make the alteration suggested, and observed that there would be ample opportunities in future for discussing the question.

The committee then divided on the clause, when the numbers were—

For the clause	118
Against it	38
Majority	—80

The clause was then agreed to.

Clause 23 was also agreed to.

On Clause 24,

Mr. BOUVERIE said that the proviso in this clause raised the question whether the bankruptcy jurisdiction should be intrusted to the County Court judges. This subject had been

carefully considered six years ago by a commission, at the head of which was the right hon. gentleman the member for the University of Cambridge (Mr. Walpole), and which had among its members Sir G. Rose, Mr. Swanston, Mr. M. D. Hill, Mr. Bacon, Mr. Commissioner Holroyd, and Mr. G. C. Glyn, M.P. The commissioners, after due consideration, recommended that the transfer of bankruptcy jurisdiction to the County Court judges should not be made. They pointed out that there were several substantial distinctions between the two courts,—for example, that the County Courts were essentially contentious and ambulatory, while the Court of Bankruptcy was not essentially a contentious court, and ought not to be ambulatory, because its records and documents ought to be accessible. They also urged that the County Courts had only a limited jurisdiction, whereas the Court of Bankruptcy had no limit to its jurisdiction. He should, therefore, move the omission of the proviso at the end of the clause giving jurisdiction in bankruptcy to the County Courts.

Mr. WALPOLE, as one of the commissioners, wished to state that he had by no means altered his opinion. He was as strongly convinced as ever, that to mix up two jurisdictions totally distinct, the one contentious, and the other administrative, involving different questions, would, probably, be to destroy the efficiency of the county courts, the judges of which would not be able to attend to the new duties imposed upon them, whereby the interests of the suitors would suffer. He could not look to the present clause without at the same time considering clauses 22 and 23. By these three clauses, taken together, the committee were asked to establish judges, with different rates of salary, and to mix them up together in regard to jurisdiction. Clause 22 established judges of £1,800 a-year. By clauses 24 and 25 the new jurisdiction of bankruptcy was to be transferred to the county court judges. The judges with this new jurisdiction were to have £1,500 a-year, while the bankruptcy judges were to receive £1,800. Another class of county court judges would only receive £1,200. Such a system could not last for more than two years. In the first place, the efficiency of the county courts would be impaired; secondly, their bankruptcy jurisdiction would not be well administered; and thirdly, Parliament would have to raise all the other salaries to the level of the judges of the District Commissioners of Bankruptcy with salaries of £1,800. There was only one mode by which they could give satisfaction to the suitors and to the public with regard to the payment of these various judges, and that was to keep the county court jurisdiction entirely distinct from questions of mere administration. For these reasons, he should support the amendment.

Mr. JAMES observed, that the appointment of district judges would be liable to grave objection on the ground of expense. He thought it very reasonable that the county court judges, having already the jurisdiction of the insolvency law, should have this other jurisdiction also transferred to them.

Mr. MONTAGUE SMITH was of opinion that the county court judges had at present as much business on their hands as they had time to dispose of, and that if the jurisdiction in bankruptcy were transferred to them, an addition to their number would be necessary. As many of them were deficient in that education and experience which would enable them to administer the effects of debtors, it would, in his opinion, be preferable to appoint men specially qualified for and devoted to the administration of the Act. The Commissioners in Bankruptcy ought, he held, to be ambulatory.

The SOLICITOR-GENERAL explained that the proviso did not bind the Government to supply the vacant places of commissioners with county court judges, but merely empowered them to do so if they thought fit. The exercise of this optional power would, of course, be guided by the particular circumstances of each case. In places such as Liverpool, Manchester, &c., a special judge would be appointed, while in other parts of the country it would be found more convenient to transfer the office to the county court judge.

Mr. MALINS said that it was not a question of the competency of county court judges to deal with cases of bankruptcy, but whether they could do so without neglecting their proper duties.

Mr. BAINES said that some of the petitions which he had presented were not favourable to the transference of the jurisdiction in bankruptcy to the county courts. The Chamber of Commerce of Leeds prayed that there should be only one court in London, without resorting to the county courts, the judges of which were fully occupied, and many of them not adequately versed in mercantile law.

Mr. HEADLAM said the rejection of the clause would inflict the greatest disappointment on the public. His opinion coincided with that of mercantile men, that there was not the slightest reason to suppose that the county court judges were incompetent to exercise bankruptcy jurisdiction; and as it was the undoubted wish of the whole community that it should be intrusted to them, he should support the clause.

Mr. E. P. BOUVERIE said, that if the feeling were universally in favour of the transfer of jurisdiction to the county courts, it was not conclusive, because it was their duty to determine what was best for the country, and to set aside the inconsiderate views of people out of doors. But he took issue with the right hon. gentleman as to the universality of that feeling. The Committee of the Liverpool Law Society, in a report on this Bill, expressed disapproval of any jurisdiction being given to the county courts

Sir F. KELLY suggested that the clause should be postponed, till some of the following clauses should have been considered.

Mr. MELLOR also approved the postponement.

The ATTORNEY-GENERAL said, if it was the general wish of the committee the clause should be postponed he would assent.

Mr. BOUVERIE thought, as he had moved an amendment, the clause could not now be postponed.

The ATTORNEY-GENERAL then defended the clause.

The LORD-ADVOCATE said, that four years ago the sheriffs in Scotland obtained jurisdiction in bankruptcy, and the success of the experiment had been complete. There seemed to be an idea abroad that there was some mystery in matters of bankruptcy which ordinary judges could not understand; but this was a mistake. Any judge who was cognizant with the ordinary business of a court of law was able to discharge the duties of a court of bankruptcy. He might state that in Scotland the cost of proceedings in bankruptcy amounted to 11 per cent., while in England it was 30 per cent.

After a short conversation the amendment was negatived without a division, and the clause was agreed to.

Thursday, May 24.

BANKRUPTCY AND INSOLVENCY.

Petitions were presented by Mr. Horsfall from the messengers of the Liverpool Court of Bankruptcy, and by Mr. Berkeley from the messengers of the Bristol Court of Bankruptcy, complaining that the Bill provides for their dismissal, but contains no compensation clause. A petition was also presented by Mr. Ricardo from the Chamber of Commerce for the Staffordshire Potteries, praying that provision may be made that the business for the Potteries district and Newcastle-under-Lyne may be carried on in the district.

PENDING MEASURES OF LEGISLATION.

COINAGE OFFENCES.

Summary of the Bill (as amended by the select committee) intituled "An Act to consolidate and amend the Statute Law of the United Kingdom against Offences relating to the Coin."

1. Interpretation clause.

2. Persons counterfeiting the gold or silver coin, guilty of a felony in England and Ireland, and in Scotland a high crime and offence, and offender liable to be kept in penal servitude for life or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

3. Colouring counterfeit coin or any pieces of metal with intent to make them pass for gold or silver coin; or colouring or altering genuine coin with intent to make it pass for a higher coin, a felony in England and Ireland, and in Scotland, a high crime and offence, and offenders liable to same punishment.

4. Impairing the gold or silver coin, with intent, &c., a felony in England and Ireland, and in Scotland, a high crime and offence; and offender liable to be kept in penal servitude for any term not exceeding fourteen years and not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement

5. Persons in unlawful posession of filings or clippings of gold or silver coin in England and Ireland guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for any term not exceeding seven years and not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

6. Persons buying or selling, &c., counterfeit gold or silver coin for lower value than its denomination in England and Ireland, guilty of felony, and in Scotland of a high crime

and offence, and liable to be kept in penal servitude for life or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement; and in any indictment for such offence it shall be sufficient to allege that the party did buy, sell, receive, pay, or put off, or did offer to buy, sell, receive, pay, or put off, the false or counterfeit coin at or for a lower rate or value than the same imports or was apparently intended to import without alleging at or for what rate, price, or value the same was bought, sold, received, paid, or put off, or offered to be bought, sold, received, paid or put off.

7. Persons importing counterfeit coin from beyond seas shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and be liable to the same punishment.

8. Persons exporting counterfeit coin shall in England and Ireland be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

9. Persons uttering counterfeit gold or silver coin shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding one year, with or without hard labour, and with or without solitary confinement.

10. Persons uttering, accompanied by possession of other counterfeit coin, or followed by a second uttering, shall, in England and Ireland, be guilty of a misdemeanour, and in Scotland of a crime and offence, and liable, at the discretion of the Court, to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

11. Persons having three or more pieces of counterfeit gold or silver coin in possession, &c., with intent, &c., shall in England and Ireland be guilty of a misdemeanour, and in Scotland of a crime and offence, and liable, at the discretion of the Court, to be imprisoned for any term not exceeding three years, with or without hard labour, and with or without solitary confinement.

12. Every second offence of uttering, &c., after a previous conviction, shall be felony; and offender shall in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for life, or for any term not less than three years, to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

13. Persons uttering foreign coins, medals, &c. as current coin, with intent to defraud, shall, in England and Ireland, be guilty of a misdemeanour, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding one year, with or without hard labour, and with or without solitary confinement.

14. Persons counterfeiting, &c. copper coin, shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for any term not exceeding seven years and not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

15. Persons uttering base copper coin, shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding one year, with or without hard labour, and with or without solitary confinement.

16. Persons defacing the coin by stamping words thereon, shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding one year, with or without hard labour.

17. No tender of such coin to be a legal tender; and persons tendering, liable to forfeit and pay any sum not exceeding forty shillings; no person to proceed for such penalty without the consent, in England or Ireland, of the Attorney-General, or in Scotland of the Lord Advocate.

18. Persons counterfeiting foreign gold and silver coin, shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for any term not exceeding seven years, and not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

19. Persons bringing such counterfeit coin into the United Kingdom, shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to the same punishment.

20. Persons tendering such coin knowing the same to be false, shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable to be imprisoned for any term not exceeding six months, with or without hard labour.

21. And for a second offence, shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a crime and offence, and liable, at the discretion of the Court, to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement; and for a third offence, shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for life, or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

22. Persons counterfeiting foreign coin other than gold and silver coin, shall, in England and Ireland, be guilty of a misdemeanor, and in Scotland of a criminal offence, and liable for the first offence to be imprisoned for any term not exceeding one year, and for the second offence to be kept in penal servitude for any term not exceeding seven years and not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

23. Penalty of 40*s.* or imprisonment on persons having more than five pieces of such counterfeit foreign coin in their possession.

24. Persons making, mending, or having possession of any coining tools shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to be kept in penal servitude for life or for any term not less than three years, or to be imprisoned for any term not exceeding two years, with or without hard labour, and with or without solitary confinement.

25. Persons conveying tools or moneys out of the Mint without authority shall, in England and Ireland, be guilty of felony, and in Scotland of a high crime and offence, and liable to the same punishment.

26. Coin suspected to be diminished or counterfeit may be cut by any person to whom it is tendered, and the person tendering the same shall bear the loss thereof; but if the same shall be of due weight, and shall appear to be lawful coin, the person cutting the same is required to receive the same at the rate it was coined for; disputes to be determined in a summary manner by a justice of the peace.

27. Provision for the discovery and seizure of counterfeit coin and coining tools, for securing them as evidence, and for ultimately disposing of them.

28. This is a provision as to where venue is to be laid where uttering base coin occurs in two counties.

29. Upon the trial of person charged with any offence against this Act, it shall not be necessary to prove the same to be false and counterfeit by the evidence of any moneyer, or other officer of her Majesty's Mint, but it shall be sufficient to prove the same to be false or counterfeit by the evidence of any other credible witness.

30. The offence of counterfeiting coin shall be deemed to be complete, although the coin shall not be finished or perfected.

31. Any person may apprehend any person committing any indictable offence against this Act.

32. No conviction for any offence punishable on summary conviction under this Act shall be quashed for want of form, or be removed by *certiorari*; and no warrant of commitment shall be held void by reason of any defect therein, provided it be therein alleged that the party had been convicted, and there be a valid conviction to sustain the same.

33. All actions to be commenced against any person for anything done in pursuance of this Act shall, in England or Ireland, be tried in the county where the fact was committed, and, in England, Ireland, or Scotland, be commenced within six months after the fact committed, and not otherwise; and notice in writing of such action and of the cause thereof shall be given to the defendant or defender one month at least before the commencement of the action; and in any such action brought in England the defendant may plead the general issue, and give this Act and the special matter in evidence, at any trial to be had thereupon, and in Scotland the defender may insist on all relevant defences; and no plaintiff or pursuer shall recover in any such action if tender of sufficient amends shall have been made before such action brought, or if a sufficient

sum of money shall have been paid into court after such action brought, by or on behalf of the defendant or defender; and if, in England or Ireland, a verdict shall pass for the defendant, or the plaintiff shall become nonsuit, or discontinue any such action after issue joined, or if, upon demurrer or otherwise, judgment shall be given against the plaintiff, or, if in Scotland, the verdict shall be for the defender, of if the pursuer shall abandon the action, or the court shall dismiss it as irrelevant or improperly laid, in every such case the defendant or defender shall recover his full costs as between attorney and client, and have the like remedy for the same as any defendant or defender has by law in other cases; and though a verdict shall be given for the plaintiff or pursuer in any such action, such plaintiff or pursuer shall not have costs against the defendant or defender, unless the judge before whom the trial shall be shall certify his approbation of the action.

34. All offences against this Act which may be committed in Scotland, shall be tried according to the procedure of the criminal law of Scotland.

35. In the case of felony under the Act, every principal in the second degree, and every accessory before the fact, shall be punishable in the same manner as the principal in the first degree; and every accessory after the fact to any felony punishable under this Act shall be liable to be imprisoned for any term not exceeding two years, with or without hard labour.

36. Offences committed at sea within the jurisdiction of the Admiralty of England or Ireland, shall be liable to the same punishments as if they had been committed upon the land in England or Ireland, and may be determined in any county or place in England or Ireland in which the offender shall be apprehended, and in any indictment the venue in the margin shall be the same as if such offence had been committed in such county or place, and the offence itself shall be averred to have been committed "on the high seas."

37. It shall be sufficient in any indictment for a second offence to state the substance and effect only (omitting the formal part) of the indictment and conviction for the previous offence; and a certificate of the indictment and conviction for the previous offence, signed by the clerk of the court or other officer, shall be sufficient evidence of the previous conviction, and for every such certificate a fee of 6s. 8d. shall be paid.

38. When person convicted of indictable misdemeanour, the court may, in addition to or in lieu of the punishments by this Act authorized, fine the offender, and require him to find sureties for keeping the peace and being of good behaviour, and in cases of felony, require the offender to find sureties for keeping the peace, in addition to any punishment by this Act authorized.

39. Whenever imprisonment, with or without hard labour, may be awarded for any indictable offence under this Act, the Court may sentence the offender to be imprisoned, or to be imprisoned and kept to hard labour in the common gaol or house of correction.

40. Whenever solitary confinement may be awarded for any offence under this Act, the Court may direct the offender to be kept in solitary confinement for any portion or portions of his imprisonment, or of his imprisonment with hard labour, not exceeding one month at any one time, and not exceeding three months in any one year.

41. Summary proceedings in England may be under the 11 & 12 Vict. c. 43, and in Ireland under the 14 & 15 Vict. c. 93, except in London and the metropolitan police district.

42. In all prosecutions in England, conducted by the Solicitors of the Treasury, the Court shall allow the expenses of the prosecution; and in all prosecutions in England which shall not be so conducted, the Court, upon conviction, but not otherwise, shall allow the expenses of the prosecution.

43. Act to commence on the 1st of January, 1861.

Recent Decisions.

Equity, by J. NAPIER HIGGINS, Esq., *Barrister-at-Law; Common Law, by* JAMES STEPHEN, Esq., *Barrister-at-Law.*]

EQUITY.

SOLICITOR — DOUBLE AGENCY — MORTGAGOR AND MORTGAGEE—PAYMENT OF MORTGAGE MONEY.

Wall v. *Cockerell*, M. R., 8 W. R., 441.

In 3 S. J. pp. 133, 137, the cases of the agency of a solicitor for opposite parties—vendor and purchaser, mortgagor and mortgagee, &c.—are considered at some length. The present case belongs to the same class. A firm of solicitors were the confidential professional advisers of the plaintiff, and were also the solicitors of the defendants. In 1853, the solicitors received from the defendants (who were trustees) £15,000, which was to be laid out on investment. Of this sum £4,000 and £1,000 purported to be secured by two indentures executed by the plaintiff, which, in the month of September, 1854, were handed over by the firm of solicitors to another solicitor who then acted for the defendants. The suit was for the cancellation of these deeds, upon the ground that the whole transaction, including the execution of the deeds, was a fraud on the plaintiff by the firm of solicitors—the plaintiff never having received any of the money. The Master of the Rolls considered that the real question was, whether the money was paid by the defendants to the firm as the agents of the plaintiff; and the money having been in the hands of the firm as the agents of the defendants, that the burden was on them to prove the payment to the plaintiff, rather than on the plaintiff to prove the contrary. "If," said his Honour, "the firm had never been the solicitors of the defendants, it could not be doubted that the money could only have been paid to them as the agents of the plaintiff, and that the transaction which took place would have been a fraud practised upon the plaintiff, of which he would have had to bear the loss." There appears to be no doubt, in this case, that the execution of the deeds by the plaintiff had been obtained by means of fraud on the part of the firm of solicitors; and that the plaintiff never received any of the money. But on the other hand, the defendants, so far as they were concerned, had paid the money, and had received deeds, professing to be securities for the amount, and which were, in fact, executed by the plaintiff. There appears to be little question that if the firm had never before been the professional advisers of the defendants, and had as the agents of the plaintiff applied to the defendants for the money — even though in the particular mortgage transaction the firm was in fact the solicitors of the defendant—the securities would have been unimpeachable. This case is another illustration of the danger to which clients ars exposed in transactions where they are represented by solicitors who act in the same matter for other clients having opposite interests. As to the appropriation of moneys in the hands of a double agent, see 3 S. J. 137.

COMMON LAW.

CONSTABLES, ARRESTING WITHOUT WARRANT — VAGRANT ACT, s. 6.

Horley, app., v. *Rogers, resp.*, 8 W. R., Q. B., 392.

As the general rule, constables and other peace officers are apt to err in excess of zeal, and are in due course sued by those whom they have arrested without, as it is alleged, sufficient authority. But in the present case, the usual order of affairs was reversed, and a constable came into temporary trouble for having refused to take a man into custody, even at the command of the "relieving officer" of the parish. The offence the man was alleged to have committed was, that he had allowed his wife to become chargeable to the parish; and the statutory provisions under which the constable was desired to act and to take him into custody, were the 3rd and 6th sections of the Vagrant Act (5 Geo. 4, c. 83). By the first of these, any one able to maintain his family and neglecting to do so, whereby such family or any part of it becomes chargeable to the parish, is declared to be an "idle and disorderly person," within the meaning of the Act, and made punishable accordingly; and by the second, it is enacted that it shall be lawful for *any* person to apprehend one "found offending against the Act," and to deliver him to a constable, in order to have him conveyed before a magistrate: and this section proceeds to declare that a wilful neglect on the part of the constable to take such offender into custody, shall be a "neglect of duty," and punishable accordingly. The ground of refusal by the constable in the present case, was, that he was not bound to act *without warrant*, where the offence was not apparent to his own eye. And this view of his duties received the sanction of the Queen's Bench, on a case submitted to them by the magistrates before whom the relieving officer took proceedings against the constable. The Court intimated that the proper course would have been to have *summoned* the husband, not to hand him over to a constable. This case should be noted in "Oke's Magisterial Synopsis," (6th ed.) p. 266.

NO ACTION LIES FOR A MERE THREAT—LAW OF DISTRESS.

Beck v. *Denbigh*, 8 W. R., C. P. 392.

It is a general and salutary principle, that for a mere threat, however specific or injurious, no action lies. Until some act is done, there is a *locus pœnitentiæ* left by the law. Of this truth

the present case is an example. It was an action brought for illegally taking fixtures in distress; but it appeared in evidence, that though the defendants in point of fact did distrain such fixtures (among other things) on the plaintiff's premises, and gave public notice that they would be sold by auction, and did afterwards sell them accordingly, yet that the writ in the present action issued in the interval between the distress and the sale, and, therefore, by reason of the principle above referred to, the action founded on such writ did not lie. "Suppose," said the Chief Justice, "the defendant says, 'I distrain this chimney piece,' and is afterwards better advised that he cannot legally do so, and goes no further, and says, 'I am sorry I did it,' does the action lie?" The counsel for the plaintiff submitted that it did; but he was clearly wrong, and so the Court decided. They seem, indeed, partly to have grounded their judgment on a narrower ground, viz. that the distress of the fixtures being altogether illegal, might have been set at defiance by the tenant. For, said the Court, "rescous" applies only to the case of goods in *custodiâ legis*, which fixtures or other things illegally distrained, are not; and, consequently, the tenant has suffered no legal injury for which he could sue in damages. But the principle first referred to, as suggested by the Chief Justice himself, appears to be the more satisfactory ground for defeating the action.

Correspondence.

COUNTY COURT COSTS.

In answer to your correspondent "Eta," I beg to say that under the 9 & 10 Vict. c. 95, s. 88, if the plaintiff does not appear, or appearing, does not prove his demand, the judge may order him to pay to the defendant the costs of his attendance, or costs by way of satisfaction for his trouble; and under rule 88, if at the return day of the summons the plaintiff does not appear, the judge may in his discretion award to the defendant costs in the same manner and to the same amount as to counsel, attorney, witnesses, and other matters, as if the cause had been tried.

The proper course for "Eta's" friend to have pursued would have been to apply to the judge at the return day of the summons for his costs under the above rule. C. C. D.

Liverpool, May 22.

SCALE OF COSTS.

The case of *James* v. *Vane*, reported in your Journal of the 12th of May inst., has overturned our previous views as to costs under such circumstances—namely, a tender of part, and a verdict for an additional sum, but such sum being under £20. In the above case, the full Court of Queen's Bench decided that the costs must be in the lower scale, on the ground that the plaintiff had not *recovered* the sum tendered.

Your readers will be aware that this decision is directly contrary to *Gouch* v. *Maltby*, 23 L. J. Q. B. 385.

To my mind the late decision is the correct one; for if I, as a defendant, am sued for £50, and I honestly believe that I only owe £40, I have a right to tender that sum before action, or pay it into court after action, and the plaintiff ought to accept it, but of course only *pro tanto*. As regards the £10 balance, if the cause goes on to trial, it is at the risk of the costs; but it is clear it is an action for under £20, and the costs must be in the lower scale. It would be very hard to the losing party if it were otherwise.

Oblige me by giving currency to these remarks, though I am quite prepared to have my views called in question.

May 23, 1860. JUSTITIA.

P.S.—It is the word *recover* which causes the difficulty, and I consider the Court has put the right interpretation on it.

ENGLISH PROBATE AND IRISH PROPERTY.

I have taken out probate to the effects of a deceased person, a small portion of which, in the shape of railway stock, is situated in Ireland; and have included in the sum under which the same was sworn, all such Irish property. There was no property in Scotland. Upon sending the probate to Ireland, to have the stock transferred into the name of the executor, the Stamp Office authorities in Dublin declined to reseal the probate (which is necessary for the purpose) until duty be paid on the Irish stock, leaving the executor to obtain a drawback, in respect of having already paid it in England, at Somerset House.

I believe that the Irish Act 21 Vict. c. 79, s. 94, applies to this case; for the exact provision seems to be made for resealing, where the proper duty has been already paid; yet it is denied both in Dublin and at Somerset House; and because the English property just covers the next under-limited amount, they say that we should have had to pay the same duty here without the Irish property as we have paid. Of course we should; but that can't give them the right to claim a second payment, and in the face of an Act of Parliament; but they do so, and assert the reason to be, because the domicile is not registered on the probate. But this is not requisite, as there is no Scotch property, and it is only where the domicile is in Scotland, and there is property elsewhere, that the Scotch Conformation Act applies.

I shall be obliged if you can give me your opinion in your next number, as I must soon pay the duty, right or wrong, to avoid impediment in the business.

May 23, 1860. E. X. D.

NEW PROBATE COURT AFFIDAVIT.

It appears to me that your short notice of the 4th section of the 23 Vict. c. 15, is calculated to mislead the practitioner, as you state that the "fresh form of affidavit" "will henceforward be necessary" to be used.

The Act alluded to is the new Stamp Act, and on a careful perusal of the section in question, it will be found that it only applies to testators dying after the 3rd of April last, *the date of the death, and not the date of the application for probate*, being the point which determines the form of affidavit.

As the section only imposes probate duty on personal estate appointed by will under general powers of appointment, the old form of affidavit will of course continue to be used in all cases of intestacy. AN ARTICLED CLERK.

The Provinces.

LEEDS.—A deputation upon the subject of holding the assizes at Leeds for the West Riding of Yorkshire, had an interview with Earl Granville, Lord President, on the 22nd inst., at the Privy Council-office. The deputation consisted of Sir Peter Fairbairn, Mr. W. Beckett, Mr. Edward Baines, M.P., Mr. G. S. Beecroft, M.P., the Mayor of Leeds, Mr. Alderman Botterill, Mr. Councillor Barrett, and Mr. W. Marshall.

We understand that the solicitors' clerks in this town are agitating for a holiday on Whit-Monday.

LIVERPOOL.—The judge of the Liverpool County Court, in the case of *Anderson* v. *Broom*, has decided that, in cases of execution out of the County Court, goods are bound from the date of the application to the registrar to issue the warrant, and that, though they were sold for a *bonâ fide* consideration, they are still liable to be taken, no matter into whose hands they may have come.

Ireland.

LANDED ESTATES COURT.

IN RE THE EARL OF GLENGALL.—In this case, after the sale of large estates in Tipperary and Waterford, a sum of £10,500 principal, with arrears of interest thereon amounting to £7,500, had been allocated out of the purchase-money, to meet a certain deed of mortgage executed by the late Earl of Glengall, and dated 29th September, 1847. This mortgage and judgments collateral therewith, were now claimed, on the one hand, by Mr. Anthony Norris, of Bedford-row, London, solicitor; and, on the other hand, by Mr. McDowell, as the official manager, under the Winding-up Acts, of the ill-fated Tipperary Joint Stock Bank. The decision of Judge Hargreave on these conflicting claims was looked for with some interest, as the circumstances are very peculiar. Their nature will appear from the following condensed report of the judgment, delivered at the conclusion of the arguments:—

In 1846, the late Earl of Glengall, being desirous of raising a temporary loan of £6,000, negociated it with the late John Sadleir, Solicitor (M.P. for Carlow, and afterwards a Lord of the Treasury), who had in his hands large sums of money belonging to Mr. A. Norris and to other English clients, and who was also in the habit of obtaining advances from the Tipperary Bank. The money was advanced by Mr. Norris, who entered up judgment against the earl in Michaelmas Term, 1846. An under-

standing then subsisted between Mr. Norris and Mr. Sadleir in relation to the monies of Mr. Norris and his clients in Sadleir's hands, and the securities on which they were lent, which arrangement (as appears by the evidence of Mr. Norris) amounted to this:—that the securities taken should be considered as Sadleir's, whenever upon their general accounts it should appear that Sadleir was not indebted to Mr. Norris or his clients. Sadleir appears to have been entitled to take the securities as his own on paying off all sums so owing. It is observable that in spite of the magnitude of these transactions, no written document or statement now exists from which the state of the account at any period can be ascertained: and in the absence of any such, it is presumed on one side that at the time of the next-mentioned transaction Sadleir was not at the time indebted, and that he had the entire beneficial interest in the judgment of Michaelmas, 1846. Lord Glengall, being pressed by creditors, again applied to Sadleir, and obtained an advance of £4,500, made up of arrears of interest, and costs; and also of other sums paid for him or on his account, and for the purpose obtained by Sadleir from the Tipperary Bank, his general account with which was debited therewith. This transaction was entirely conducted by Sadleir, and the mortgage deed was prepared by Mr. Hickie, his confidential clerk; but it was taken in the name of Mr. Norris, and bears all the external marks of having been prepared by Mr. Norris's own Dublin agent,—the object of this deception apparently being to lead Lord Glengall to the belief that the mortgage really belonged to Mr. Norris or some of his English clients. . . . Various facts and considerations lead to the conclusion that this mortgage was taken at the time in trust for, and for the exclusive benefit of, Sadleir. . . . The alleged title of the bank rests upon the fact that the monies advanced by Sadleir in 1847 came from the coffers of the bank, and also upon the belief of Hickie, founded on his general impression, that the mortgage was intended as an investment of the money of the Bank. It is impossible to attach any weight to this class of beliefs and impressions; and it must be concluded that the securities were taken in Mr. Norris's name as a trustee for John Sadleir, and that Mr. Norris was aware of the trust, and had no reason to doubt that the real title was in Sadleir. It is therefore necessary to consider the dealings of Sadleir with this mortgage; for whatever title the two claimants possess must be derived through him. . . . The first of these transactions is that under which the bank derive their title. At the close of 1847, John Sadleir's account being heavily overdrawn, and his brother James Sadleir being anxious to reduce the balance before the meeting of the shareholders, all John Sadleir's securities on Irish estates, including this one, were sent into the bank, and the amounts due on them placed to John Sadleir's credit, so as apparently to diminish the balance against him in the bank books. Now, assuming that John Sadleir was owner of the mortgage, it cannot be doubted that this transaction alone was sufficient to transfer, and did transfer his beneficial interest to the bank. If the bank had chosen to adhere to this transaction, the act was irrevocable on Sadleir's part. It is contended on the other side that this was a juggle between the brothers, intended merely to deceive the shareholders. Now, a fraudulent transaction will confer no rights on the party intending to benefit by the fraud, but yet it may confer rights on the party duped; and if matters had remained exactly in this position, a clear equity would have now existed in the bank against John Sadleir or his representatives for a transfer of this security. Unfortunately for the bank their manager was the tool and accomplice of John Sadleir; and as soon as the securities had answered the purpose of reducing John Sadleir's balance, they were given back to him, and he made use of them in the following manner:—In October, 1848, Mr. Norris, at John Sadleir's request, took the mortgage (made as beforementioned in Norris's name), to the London Joint Stock Bank, and on the security of a deposit of it and on a promissory note, borrowed £10,000 for Sadleir's use. This debt was paid off in April following, and the mortgage returned by the bank to Mr. Norris. A similar transaction occurred in May, 1849. These are mentioned to show that the mortgage was available for Sadleir's purposes only. The next transaction is more important. In March, 1854, Mr. Norris, at Sadleir's request, again borrowed £3,000 from the London and County Bank, but no repayment being made, Mr. Norris, in 1857, after Sadleir's death, repaid the amount himself, and got back the mortgage deed. To this extent his claim is admittedly prior to that of the Tipperary Bank. On the 16th February, 1856 (the day before Sadleir was found dead), Mr. Norris obtained from Sadleir a memorandum, declaring that, to secure to Mr. Norris repayment of £6,000, due to him as trustee of a Mr. Willoughby's settlement, and of £1,400 due on another account, the latter should hold the mortgage on Lord Glengall's estate as security for such sums. . . . It is fully shown that Mr. Norris never had any notice, actual or implied or constructive, of the claim of the Tipperary Bank. . . . The general creditors of Sadleir do not come forward to impeach any of the dealings with the mortgage, and could not do so successfully, for if Mr. Norris's claim were out of the way, the title of the bank as equitable transferees would stand unimpeached; and if the bank's claim were displaced, Mr. Norris's title would be valid. In this case the equities are equal, i.e. both valid and binding as against him through whom both derive. . . . It appears to me that the bank, through its manager, knowingly permitted Sadleir to deal with this security as his own. On receiving the mortgage, and ascertaining that it was made to Mr. Norris, they ought to have communicated with him, and obtained a declaration of trust for them, or an assignment to their own trustees. But far from doing this, they returned the deed of mortgage to Sadleir, and so enabled him to deal with it as his own, so that, supposing the legal title of Mr. Norris not to have existed, the maxim, "Qui prior in tempore est potior in jure," could not be equitably applied to such a case. The case falls within the principles and decision of *Rice* v. *Rice*, 2 Drewry, 73, where the contest was between a vendor claiming a lien for unpaid purchase-money, and an equitable mortgagee (by deposit of deeds) of the purchaser. Kindersley, V.C., held that this maxim did not apply, the vendor having handed over the deeds to the purchaser, and so *enabled him to make the equitable mortgage*, and decided in favour of the mortgagee. That was a case of simple neglect. In the present case, if the bank intended to preserve to themselves the benefit of the securities as against John Sadleir, their neglect was of a gross character; for they not merely refrained from calling on Norris to assign the mortgage to them, and even from giving him notice of it, but they handed the mortgage back to Sadleir, and thus shut out the possibility of any purchaser or mortgagee, however inquisitive, hearing of their claim. But further, in this case it may be concluded that the bank intended to postpone their claim to any dealing of Sadleir's with the mortgage. Their credit was, in fact, so much bound up with his, that the news of his suicide was a fatal blow to them, and reduced them to insolvency. It may be concluded that they even kept their claim from the knowledge of Mr. Norris, in order that John Sadleir's means of raising money might not be impaired. To use the words of Lord Chancellor Napier, in *Burmester's case*, "the claim of the official manager cannot be sustained without making this Court an accessory after the fact to an odious fraud." On all the facts and reasonable inferences of the case, I am therefore of opinion that Mr. Norris is (on behalf of himself and those to whom he is liable) under the mortgages of 1854 and 1856, entitled to priority over the bank. He is also entitled to all costs properly and necessarily incurred by him in defending the mortgage, and in this Court; but he has no claim, as further alleged by him, to hold the mortgage as a general security for all sums of money owing to him by John Sadleir. Subject to the payment of the claims substantiated by Mr. Norris as above, these securities are to be considered as the property of the objectant as the official manager of the bank; and he is entitled to his costs properly incurred on behalf of the creditors of the bank.

Serjt. *Fitzgibbon* and *Flanagan, Q.C.*, appeared for the official manager; and Serjt. *Lawson* and *Sullivan, Q.C.*, for Mr. Norris.

Review.

The Medical Knowledge of Shakespeare. By JOHN CHARLES BUCKNILL, M.D., Lond. London: Longman and Co. 1860.

Lord Campbell wrote a very interesting and curious book to show the extent of Shakespeare's legal acquirements. Dr. Bucknill now presents the world with a work not less learned and entertaining, to prove that the immortal dramatist was as good a doctor as lawyer. If a jury were compelled to decide upon the issue raised between Lord Campbell and Dr. Bucknill, we have no doubt they would be sorely puzzled in arriving at a verdict. They would hear, however, very good speeches on both sides, and be surprised to find how much each had to say. The Lord Chancellor's brochure has received extensive circulation among members of the legal profession. Upon the principle of hearing the other side they ought to listen to what Dr. Bucknill has to say. Lovers of Shakespeare will read his book with interest all the greater on account of what the Lord Chancellor has done in the same field

Obituary.

SIR FORTUNATUS DWARRIS, KNT.

This gentleman, who held the appointment of one of the Masters of the Court of Queen's Bench, and also that of Recorder of Newcastle-under-Lyne, expired on the 20th instant, at his residence in Eccleston-square. He was the eldest son of the late William Dwarris, Esq., of Warwick, and was born in the year 1786, and was educated at Rugby, from which school he proceeded to University College, Oxford, where, in the year 1808, he graduated. On his leaving college, he entered as a student at Lincoln's-Inn, by which society he was called to the bar in 1811. He subsequently joined the society of the Middle Temple, where he became a bencher in 1850, and where he filled the office of Treasurer last year, when he laid the foundation stone of the new library now in course of erection in the Middle Temple Gardens. Sir Fortunatus was formerly a Colonial Law Commissioner, and received the honor of knighthood on the passing of an Act of Parliament for the reform of the Colonial Court, which reform he, in conjunction with his brother commissioners, was instrumental in bringing about; the Act being founded upon their report. The subject of our memoir was also an author of considerable repute. His treatise on Statutes, their rules of construction, and the proper boundaries of legislation and judicial interpretation is a work of much merit. It is an authority upon the construction of statutes, as well as in reference to the practice of Parliament. Amongst other literary productions, we may mention a work entitled "A New Theory as to Junius," which created considerable interest at the time of its appearance. Although the names of several gentlemen have been mentioned as likely to be appointed to the vacant mastership, we believe that the appointment has not yet been made.

Law Students' Journal.

TRINITY TERM EXAMINATION.

The examiners appointed for the examination of persons applying to be admitted attorneys have appointed Monday, the 4th and Tuesday the 5th June next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, in Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

The articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the Secretary on or before Monday, the 28th instant.

Where the articles have not expired, but will expire during the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them, as to the time served with each respectively.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law and Proceedings before Justices of the Peace.

Each candidate is required to answer *all* the preliminary questions (No. 1); and also to answer in *three* of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates, who have given their attention to these subjects, may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

In case the testimonials were deposited in a former term, they should be re-entered, and the answers completed to the time appointed.

Admission of Attorneys.

Queen's Bench.

NOTICES OF ADMISSION.

IN AND ON THE LAST DAY OF TRINITY TERM, 1860.

[The clerks' names appear in Italics, and the attorneys to whom articled in Roman type.]

Bessonet, James.—R. Armitstead, Bolton-le-Moors.
Bigg, Charles Oliver.—J. Kingsford, Essex-street, Strand.
Chilton, George Horace David.—J. Chilton, Liverpool.
Clarke, William Benjamin.—E. R. Palmer, Great Yarmouth.
Collins, John.—J. Atkinson, Whitehaven.
Drake, Arthur Cranch.—T. E. Drake, Exeter.
Ford, Wharton.—M. Ford, Lincoln's-inn-fields.
Forrester, Gilbert Francis.—R. Spencer, Verulam-buildings; W. Heath, Bishopsgate-street Within.
Garrett, Richard Eydon.—W. P. Scott, Lincoln's-inn-fields.
Greenhow, Robert.—T. Hughes, Wrexham.
Harman, John.—C. Harman, Chipping Wycombe; W. Pulley, Edmonton and High Wycombe.
Hart, John.—R. Hart, Folkestone.
Holt, Thomas.—J. Rowe, Liverpool.
Jackson, Somerville.—C. W. Potts, Chester.
Jones, Edwin.—W. Manby, Wolverhampton.
King, John.—J. W. King, Walsham-le-Willows.
Logan, Alexander Crosby.—J. S. Robinson, Sunderland.
Marshall, Edward Field.—J. H. Marshall, Hatton-garden.
Nanson, Henry.—H. Vallance, Essex-street, Strand.
Parker, Henry William.—G. Marshall, Berwick-upon-Tweed; R. Jackson, Rochdale.
Powell, Evan Wynne.—E. G. Powell, Coedmaur.
Pugh, Maurice Lewis.—W. Griffith, Dolgelly; W. H. Dunster, Henrietta-street, Cavendish-square.
Serjeant, Frederick Robert.—J. Serjeant, Ramsey, Hunts.
Thompson, George.—N. P. Kell, Battle.
Turner, Sam William.—S. W. Turner, Sheffield.
Wedgewood, James Macintosh.—J. M. Clabon, Great George-street, Westminster.
Wilson, William Richardson.—J. U. Harwood, Clement's-lane; H. Shield, St. Swithin's-lane.
Wyatt, George Harvey.—J. H. Hearn, Newport; J. A. Mew, Newport.

APPLICATIONS FOR RE-ADMISSION.

LAST DAY OF TRINITY TERM, 1860.

Bower, John, Bryn Helen, Carnarvon.
Robins, Richard John Saltren, 5, *Warwick-court, Holborn; Gerrans, Cornwall.*

LAST DAY OF MICHAELMAS TERM, 1860.

Bower, John, Bryn Helen, Carnarvon.
Davies, Walter David, 35, *Grafton-square, Clapham; and* 23, *Finsbury-square.*

APPLICATIONS TO TAKE OUT AND RENEW ATTORNEYS' CERTIFICATES.

LAST DAY OF TRINITY TERM, 1860.

Gough, Kedgwin Hoskins, 16, *Victoria-square, Pimlico.*
Lapenotiere, William, 5, *St. Stephen's-terrace, Camden-street North; East Oxford, County of Oxford, Upper Canada; and* 18, *Great Ormond-street, Bloomsbury.*

13TH JUNE, 1860.

Bygott, Robert, Congleton.
Cooke, Christopher, 58, *Pall-mall.*
Drewe, Clifford John, Liverpool; and Rock Ferry, Chester.
Ellery, Edmund Boger, 21, *Devonshire-road, Upper Holloway.*
Hayward, Charles Francis, 3, *Cross-street, Hackney-road; and Wray-terrace, Bethnal Green-road.*
Hill, Francis, 21, *Alfred-street, City-road; and* 16, *Owen's-row, Goswell-road.*
Hunter, John, jun., Stamford-hill.
Jeffery, John Rust, Bradford, Yorkshire.
Lewis, Thomas, Hythe, Kent.
Looker, John, Oxford.
Mortimer, John, Fishguard, Pembroke; and 36, *Cambridge-street, Pimlico.*
Reeve, William Napier, Leicester.
Serjeantson, Nicholas Edmund, Oaks Rock Ferry, Chester; Liverpool; and Vicarage, Snaith, York.
Sneyd, William Debank, Woodlands, Cheddleton, Staffordshire; Brighton; and Manchester.

18TH JUNE, 1860.

Littlewood, John William, 8, *Manners-street, York-road, Lambeth, and* 90, *Fetter-lane.*

Court Papers.

Court of Chancery.

SITTINGS.—Trinity Term, 1860.

Lord Chancellor.
Lincoln's-inn.

Monday, May 28 } Appeals.
Tuesday..... 29 }
Wednesday ... 30...Appeal Motions and Appeals.
Thursday ..... 31 }
Friday, June 1 } Appeals.
Saturday ..... 2 }

Notice.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

Master of the Rolls.
Chancery-lane.

Monday, May 28 } General Paper.
Tuesday..... 29 }
Wednesday ... 30...Motions.
Thursday ..... 31 }
Friday, June 1 } Appeals.
Saturday ..... 2...Petitions.

N.B.—Short Causes, Short Claims, Consent Causes, Petitions, and Claims, every *Saturday*. The Unopposed Petitions will be taken first, and such petitions must be presented and Copies left with the Secretary on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

Lords Justices.
Lincoln's-inn.

Monday, May 28 } Appeals.
Tuesday..... 29 }
Wednesday ... 30...Appeal Motions and Appeals.
Thursday ..... 31...Appeals.
Friday, June 1 { Petitions in Lunacy and Bankruptcy, Appeal Petitions, and Appeals.
Saturday .. ... 2...Appeals.

Notice.—The days (if any) on which the Lords Justices shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Vice-Chancellor Sir Richard T. Kindersley.
Lincoln's-inn.

Monday, May 28 } General Paper.
Tuesday..... 29 }
Wednesday ... 30...Motions and General Paper.
Thursday ..... 31...General Paper.
Friday, June 1...Petitions and General Paper.
Saturday ..... 2 { Short Causes, Adjourned Summonses, and General Paper.

Vice-Chancellor Sir John Stuart.
Lincoln's-inn.

Monday, May 28 } General Paper.
Tuesday..... 29 }
Wednesday ... 30...Motions and General Paper.
Thursday ..... 31...General Paper.
Friday, June 1...Petitions and General Paper.
Saturday ..... 2...Short Causes and General Paper.

Vice-Chancellor Sir W. P. Wood.
Lincoln's-inn.

Monday, May 28 } General Paper.
Tuesday ..... 29 }
Wednesday ... 30...Motions and General Paper.
Thursday ..... 31 }
Friday, June 1 } General Paper.
Saturday ..... 2 { Petitions, Short Causes, and General Paper

Queen's Bench.

Trinity Term, 1860.

ENLARGED RULES.

To the First Day of Term.

Betts v. Menzies and Another (stands over).
Luce and Others v. The Guardians of the City of London Union.
Baker and Others, Executors, &c. v. Tynte.
Waterlow and Others v. Bray, sued, &c.
In the matter of a plaint in the County Court of Lancashire, &c., between Josh. Hacking, Plaintiff, and Mary Lee, Defendant.
Gerard v. Ross.
Innes v. Mortimer and Another.
In re George Rose Innes, Gent., one, &c.
In the matter of George White, Gent., one, &c.
The Queen v. William Hutton, Esq. and Another, Justices.
The Queen v. William Herford, Esq., Coroner.
The Queen v. The Mayor, &c. of Devonport.

To the 29th May.

The Queen v. The Lords of the Committee of Her Majesty's Privy Council for Trade, &c., and the Warwick and Birmingham Canal Company (To come on for Argument with the Demurrer in the Special Paper.)

SPECIAL PAPER.

For Judgment.

Sp. Ca. — Hodgson and Others, Churchwardens, v. Hooper and Others.

For Argument.

Sp. Ca. — Harrison v. The London, Brighton, and South Coast Railway Company.
Dem. — Murrieta and Others v. Robinson. Stands over. Leave to state a Special Case.
Sp. Ca. — Bennett v. The Great Western Railway Company.
Dem. — The Company of Proprietors of the Warwick and Birmingham Canal Company v. The Oxford, Worcester, and Wolverhampton Railway Company. The Case of the Queen v. The Lords, &c. of Her Majesty's Privy Council for Trade, to come for argument with this Dem.
Sp. Ca. — Smith v. Mundy.
Dem. — Sichel v. Watson. Stands over until defendant pleads to amended declaration.
Dem. — Christmas v. The London and South Western Railway Company.
" — Evans v. Atwood and Another.
" — Shrubb v. Eyre.
" — Castrique v. Behrens and Others.
" — Schlumberger v. Lister.
Co. Ct. Ap. — Giles v. Scott.
Dem. — Bosanquet v. Heath.
" — Heath v. Bosanquet.
" — Jackson v. Saxon.
Sp. Ca. — Saunders v. Eppe.
" — Sinclair, Administratrix, &c. v. The Maritime Passengers Assurance Company.
" — The Hungerford Market Company v. The City Steam Boat Company (Limited).
Dem — Hewson v. Xenos.
Sp. Ca. — Molesworth v. Quayle.
" — Custance v. Bester.
Dem. to Eighth Plea. — Somerville v. Jenkins.
Dem. — Clapham v. Langton.
" — Somerville v. Mirehouse and Another.

NEW TRIAL PAPER.—Michaelmas Term, 1858.

Cornwall. — Lyle v. Richards and Others. Stands over till decision of the Court of Error in Reynolds v. Buckley.

Michaelmas Term, 1859.

Herts. — Manser v. Christie and Another.
Surrey. — Wren v. The Eastern Counties Railway Company.
Pembroke. — Goode v. The South Wales Railway Company.

Hilary Term, 1860.

Middlesex. — Bickford and Another v. The Royal Mail Steam Packet Company.
" — Elwes v. Christopher.
London. — Zwichenbart and Others v. Alexander.
" — Simpson v. Young and Another.
" — Margetson and Another v. Atkin.
" — Coggin v. Levy.
" — Lowenthall v. Reguejo.

Tried during Term.

Middlesex. — Joyce v. Joyce, Executrix, &c.
" — Johnson v. Tyrrell.

Easter Term, 1860.

" — Fairbank v. Green.
" — Bickford and Another v. Binning, sued, &c.
" — Watkins v. Shepherd.
" — Matthews v. Gibbs and Others.
" — Thompson and Others v. The North Eastern Railway Company.
London. — Barry v. Shipley.
" — Kopetsky v. Rudhall.
Bedford. — Coleman v. Howard.
Norfolk. — Wright v. Wilkin.
Surrey. — Jolly v. The Wimbledon and Dorking Railway Company.
" — Stansfeld and Another, Assignees, &c. v. Dyer.
" — Potter v. Fellows.
Durham. — Ashworth v. Stanwix and Another.
" — Suddes, Administratrix, &c. v. Ballemy.
York. — Ward v. The Albert Life Insurance Company.
" — Jim Pickard v. Pilkington, Bart., and Others.
" — Pickard v. Isaac and Others.
" — Dickinson and Another v. Breffit.
" — Mitchell v. Ackroyd and Others.
" — Baxendall v. Procter.
Liverpool. — Niemann v. Moss and Others.
" — Wiley v. Crawford and Another.
" — Wiley v. Crawford and Another.
" — Powell v. Hall.
" — Deane v. Lofthouse.
" — Blick v. Balleras.
Northampton. — Flesher v. Trotman and Others.
Derby. — The Queen v. The Inhabitants of Brailsford.
Bristol. — Symes v. Hutley.
Oxford. — Cole and Others v. Denny and Another.
" — Shrubb v. Eyre.
Gloucester. — Evison v. The Oxford, Worcester, and Wolverhampton Railway Company.
" — Dorset v. Muff.
Carmarthen. — Thomas v. Rogers.
" — Davies, an Infant, v. Bowen, Clerk.
Glamorgan. — Evans v. Thomas.
Chester. — Adshead v. Needham and Another.
" — Hall v. Crawford and Another.

TRIED DURING TERM.

Middlesex.	Noble v. Le Gros.
"	Cohen and Wife v. De Maillepree.
"	Payne v. Revatts.
"	Romillio v. Halahan.
"	Lloyd v. Shaw.
London.	Cook and Others v. Wright.

NEW TRIAL PAPER.

Middlesex.	Stevens v. Taylor.

SPECIAL PAPER.

Dem.	Ferguson, P. O., &c., v. Humfrey and Another.

Notice is hereby given that no payments of money into Court can be received after a quarter to three o'clock on Saturdays.

Master's Office, May 1860.

This notice is given in consequence of the Bank closing at three o'clock on Saturdays.

Common Pleas.

TRINITY TERM, 1860.

REMANET PAPER.—ENLARGED RULES.

To the First Day of Term.

The Colne Valley and Halstead Railway Company v. The Eastern Counties Railway Company (settled).
Ransome v. The Eastern Counties Railway Company.
Fletcher and Another v. McDowell.
Amann v. Damm.
Daft and Another v. Farrar and others.

Master to Report to Court.	In the matter of T. M. Cattlin, Gent., one, &c.; Cattlin v. Maitland and Ux.
"	Same v. Same.
Until application to Ct. of Chy. is disposed of.	In the matter of Nutt v. The Midland Counties Railway Company.
To Fourth day of Term next after Trial.	Slipper v. Back.
"	Erwin v. Back.
Until proceedings in Ct. of Chy. are disposed of.	Walter and Ux. v. Whitaker.

DEMURRER PAPER.

Monday, May 28.

Appeal from Justices.	Pedgrift, Appellant; Chevallier, Respondent. April 23. Remitted for amendment.
"	Hildreth, Jun., Appellant; Adamson, Respondent.
Case Nisi Prius.	Wood v. The Epsom and Leatherhead Railway and the Wimbledon and Dorking Railway Company.
Dem.	Gorsuch v. Cree and Another.
Case by Order.	The Mersey Docks and Harbour Board v. Jones and Others.
Dem.	Yates v. Nash.
Appeal Sheriffs Court.	Broad and Another, Appellants; Glennie and Another, Respondents.
Cty. Ct. Ap.	Robinson and Another, Executors, Appellant; Lord Vernon, Respondent.
"	Thonton, Appellant; Betts and Another, Respondents.
Appeal from Justices.	Guardians, &c. of the City of London Union, Appellants; Acocks, Overseer, &c., Respondent.
"	Llandoff and Canton District Market Company, Appellants, Lyndon, Respondent.
Dem.	Swindell and Another v. The Birmingham Canal Navigation Company.
Case by Order.	Furnivall v. Grove.
"	Townsend v. Crowdy.
Dem.	Groux's Improved Soap Company v. Cooper, Administratrix.
Appeal from Justices.	Morton, Appellant; Brammer, Respondent.
Dem.	Richardson v. Nash.
"	Cobham v. Holcombe.
"	Thornhill and Another v. Neats.
Case by Order and Dem.	Eason v. Fletcher and Another.
Sp. Ca.	Jones v. Tapling.
Appeal from Justices.	Backhouse, Jun., Appellant; The Churchwardens of Bishopwearmouth, Respondents.
Case Nisi Prius.	North and Others, Assignees, &c. v. Taylor.
Appeal from Justices.	Harris, Appellant; Jenns, Respondent.

Wednesday, May 30.

Dem.	Shadwell v. Shadwell and Another, Executor and Executrix.
"	Smith v. The Emperor Fire Assurance Company.
"	Todd v. Flight.
Case Nisi Prius.	Lewis v. Mayor, &c. of Rochester.
Appeal from Justices.	Freeman, Appellant, v. Reed, Respondent.
Dem.	Smith and Others v. Vertue and Another.

Monday, June 4.

Appeal from Justices.	Legg, Appellant; Pardoe, Respondent.
Dem.	Stears v. The South Essex Gas Light and Coke Company.

Monday, June 4.

NEW TRIAL PAPER.—HILARY TERM, 1860.

SPECIAL ARGUMENTS.

London.	Morgan v. Taylor. The Special Case in North and Others v. Taylor, in Special Paper, to be argued with this Rule.
"	Lockwood v. Levick.
Liverpool.	Ward and Others v. Napier.

EASTER TERM, 1860.

Middlesex.	Pockett v. Wood (on Affidavits).
"	Cocher v. Fenn.
"	Moon v. Towers.
"	Biggs v. Gordon.
"	Burtwell v. Pryce (on Affidavits).
"	Kernan v. Waterer and Another.
London.	Laming, Administrator, &c. v. Gourley.
"	Gye v. Hughes.
"	Kreeft and Another v. Croker.
"	Cotton v. Wood (on Affidavits).
"	Richardson v. Dunn.
"	Edens v. Heath.
Surrey.	Whitmore and Others, Assignees, v. Lloyd.
"	Russell v. Sada Bandeira.
"	Fachiri and Another v. Milnes.
Devon.	Harris v. Williams and Others.
Hants.	Dawes v. Hawkins.
Gloucester.	Marfell v. South Wales Railway Company.
Liverpool.	Foxwell v. Thomas.
Cumberland.	Standish v. Carruthers and Another.

Cur. adv. vult.

Oakley v. Ooddeen.
Wall v. The Westminster Hotel Company.
Oxley v. Holden.
Suse and Another v. Pompe and Another.

Exchequer of Pleas.

NEW CASES.—TRINITY TERM, 1860.

SPECIAL PAPER.

Appeal.	Willett, Appellant; Boote and Another, Respondents.
Sp. Ca.	Wilkinson v. Lowndes, Clerk.
Dem.	Farmer and Others v. Giles.
Sp. Ca.	Barrow v. Tootal.
Dem.	Wright v. Wright.

Exchequer Chamber.

SITTINGS IN ERROR.

The following days have been appointed for the Argument of Errors and Appeals:—

COMMON PLEAS.
Wednesday, June 13.

QUEEN'S BENCH.

Thursday	June 14	Saturday	June 16
Friday	" 15		

EXCHEQUER OF PLEAS.

Monday	June 18	Tuesday	June 19

Court for Divorce and Matrimonial Causes.

SITTINGS IN TRINITY TERM, 1860.

Motions will be taken on Wednesdays until further notice.

Papers for Motions are to be left with the Clerk of the Papers before two o'clock p.m., on the fourth day before the Motions are to be heard, exclusive of Sundays.

The Court will sit at Westminster at eleven o'clock, except on Wednesdays, when the Judge will sit in Chambers at eleven o'clock, and in Court at twelve o'clock.

Sittings of the Full Court for Divorce and Matrimonial Causes:—

Monday	May 28	Friday	June 1
Tuesday	" 29	Saturday	" 2
Thursday	" 31		

Births, Marriages, and Deaths.

BIRTHS.

COCKLE—On May 12, the wife of James Cockle, Esq., of the Middle Temple, Barrister-at-Law, of a daughter.

FISHER—On May 21, at Ventnor, I.W., the wife of C. F. Fisher, Esq., of a son.

LOVELL—On May 21, the wife of George Lovell, Esq., Barrister-at-Law, of a son.

PHILLIPS—On May 22, the wife of William Page T. Phillips, Esq., Barrister-at-Law, of a son.

MARRIAGES.

COCKS—WEBSTER—On May 23, Robert Cocks, Esq., of New Burlington-street, to Sarah, widow of the late John C. Webster, Esq., Solicitor, Beccles, Suffolk.

PRICE—WILLIAMS—On May 15, T. J. Price, Esq., B.A., of the Middle Temple, to Mala, second daughter of the Rev. Chancellor Williams, Bassalleg.

RAWLINSON—VEREY—On May 22, Alfred Rawlinson, Esq., Solicitor, of John-street, Bedford-row, to Fanny Louisa, only daughter of William Verey, Esq., of Kilburn.

PARTRIDGE—PAULL—On May 17, Charles Bolingbroke Partridge, Esq., of Birmingham, to Elizabeth Jane, third sister of H. P. Paull, Esq., Solicitor, Plymouth.

DEATHS.

ARCHER—On May 21, at Dublin, Sophia, widow of Henry Archer, Esq., Barrister-at-Law, and daughter of the late Judge Chamberlain.

BATTY—On May 20, at Dublin, Belissa, the beloved wife of Espine Batty, Esq., Barrister-at-Law, and daughter of the late John Smyly, Esq., Q.C.

DWARRIS—On May 20, Sir Fortunatus Dwarris, Knt., F.R.S., one of the Masters of the Court of Queen's Bench, and a Bencher of the Middle Temple, aged 73.

HINES—On May 14, Mary Frances, daughter of John Hines, Esq., Solicitor, of Hartlepool, aged 8.

JARVIS—On May 20, Stephen Jarvis, Esq., late of the Prerogative Office, Doctors' Commons, aged 68.

MORLEY—On May 21, William Hook Morley, Esq., of the Middle Temple, Barrister-at-Law, second and eldest surviving son of the late George Morley, Esq., of the Inner Temple, Barrister-at-Law, aged 45.

VICKERS—On May 15, at Dublin, Frances, widow of Thomas Vickers Esq., Barrister-at-Law.

Unclaimed Stock in the Bank of England.

The Amount of Stock hereto fore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ANDREW, ANN, Spinster, Hardwick Lodge, Northamptonshire, deceased, and THOMAS PELL, Gent., Leonard's-square, City-road. £512 : 10 : 6 New Three per Cent. Annuities.—Claimed by THOMAS PELL, the survivor.

BEAUMONT, HENRIETTA JANE EMMA HAWKES, Widow, Bretton-hall, Yorkshire, and RICHARD BEAUMONT, Esq., Rutland-gate, Hyde-park, £127 : 8 : 7 Consols.—Claimed by HENRIETTA JANE EMMA HAWKES BEAUMONT, and RICHARD BEAUMONT.

EVELYN, MARY JANE, Widow, Wotton-house, Surrey, and EDMUND BOSCAWEN EVELYN, a minor, £526 : 17 : 1 New Three per Cent. Annuities.—Claimed by MARY JANE EVELYN and EDMUND BOSCAWEN EVELYN (now of age).

GARRATT, Rev. WILLIAM, Incumbent of St. John's, Fulham, Middlesex, £100 Reduced.—Claimed by Rev. WILLIAM GARRATT.

GREENWAY, Rev. WILLIAM WHITMORE, Clerk, Newbould, Leicestershire; THOMAS LANE, Gent., Freame-cottage, Finchley, Middlesex, BRIAN STEVENS, Gent., Hallonghton, Leicestershire, WILLIAM COOPER, Gent., Great Glenn, Leicestershire, £166 : 0 : 6 New Three per Cent. Annuities.—Claimed by WILLIAM WHITMORE GREENWAY, and THOMAS LANE.

HALL, HARRIET, Spinster, Ebury-street, Pimlico. £57 : 2 : 10 Reduced Three Cent. per Annuities.—Claimed by HARRIET PHILLIPSON, widow, late wife of George Burton Phillipson, deceased (formerly the said Harriet Hall, Spinster).

HOOD, WILLIAM CHAMBERLAIN, M.D., Dublin, £753 : 6 Consols.—Claimed by WILLIAM CHAMBERLAIN HOOD.

STROUTS, MARY ANN, Spinster, Holy-cross, Westgate, Canterbury, and MILLER, INGLEBY THOMAS, Gent., Coal Exchange, London, £80 : 19 : 4 Consols.—Claimed by EDWARD STROUTS, sole executor of the said Mary Ann Strouts, deceased, who was the survivor.

SWANWICK, JOHN THOMAS, Surveyor, Derby, Derbyshire, deceased, £1,649 : 19 : 11 Consols.—Claimed by CHRISTOPHER BASSANO, the acting executor.

Next of Kin.

Advertised for in the London Gazette *and elsewhere.*

MASTERZEN, GEORGE VON & DAVID ARNOLD, who arrived at Liverpool, per Champion of the Seas, July 4, 1857. Next of kin to apply to Messrs. Edwards, Layton, & Jaques, 8, Ely-place, Holborn.

London Gazettes.

Winding-up of Joint Stock Companies.

LIMITED IN BANKRUPTCY.

TUESDAY, *May* 22, 1860.

CORPORATION RESTAURANT COMPANY (LIMITED).—Com. Evans will proceed, on June 14, at 11, Basinghall-street, to make a call upon all contributories of £1 10*s.* per share.

UNLIMITED, IN CHANCERY.

FRIDAY, *May* 25, 1860.

ATHENÆUM LIFE ASSURANCE SOCIETY.—V.C. Wood, on May 9, ordered a call of 12*s.* 6*d.* per share on all contributories, to be paid on or before May 31 to Robert Palmer Harding, Official Manager, 3, Bank-buildings, London.

MIXON GREAT CONSOLS COPPER MINING COMPANY.—V. C. Wood, on May 9, ordered a call of £1 7*s.* 6*d.* per share on all contributories on list marked A., to be paid on or before June 9, to Thomas William White, Official Manager, 13, Old Jewry-chambers, London.

NATIONAL ALLIANCE ASSURANCE COMPANY.—V.C. Wood, on May 10 ordered a call of £3 per share on all contributories, to be paid on or before June 4, to Robert Palmer Harding, Official Manager, 3, Bank-buildings, London.

TREVALGA SLATE COMPANY.—V.C. Wood has appointed Frederick Whinney, Accountant, 5, Serle-street, Lincoln's-inn, Official Manager, May 21.

LIMITED IN BANKRUPTCY.

WREDON AND LEAMINGTON RAILWAY COMPANY, LIMITED.—Com. Fane will on June 9, at 11, Basinghall-street, settle the list of contributories of the said company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, *May* 22, 1860.

BISHTON, WILLIAM, Esq., Old Windsor, Berks (who died on Feb. 4, 1860). Long & Daniel, Solicitors, Queen-street, Ramsgate, Kent. July 1.

BLEWITT, WILLIAM JONAS, Dyer, Rochester, Kent (who died on March 28, 1860). Sharland, Solicitor, Gravesend. July 20.

COVENTRY, FREDERIC, Esq., Shirley, Southampton (who died on or about Aug. 11, 1859). Pemberton & Meynell, Solicitors, 20, Whitehall-place, Westminster. Sept. 29.

HACKMAN, JOHN MARCHANT, Yeoman, Allingham, St. John-under-the-Castle, Lewes (who died on or about March 16, 1859). Auckland & Hillman, Solicitors, Cliffe, near Lewes. June 11.

MORGAN, JOHN, Tailor, 5, Albemarle-street, Middlesex (who died on Jan. 8, 1860). Thomas, Solicitor, 31, St. James's-square, Westminster. July 28.

POCOCK, JOHN, Gent., South Stoneham, Southampton (who died on or about July 15, 1858). Newman, 4, Upper East-street, Southampton. June 22.

SMITH, DANIEL, Esq., formerly of Hielsberg, near Dresden, and afterwards of St. Leonards-on-Sea, Sussex, and late of 13, Norfolk-street, Park-lane, Middlesex (who died on July 19, 1859). Parker, Rooke, & Parkers, Solicitors, 17, Bedford-row, Middlesex. Aug. 1.

SPECK, SARAH, Widow, 1, Goldsworthy-place, St. Mary, Rotherhithe, Surrey (who died on or about Jan. 21, 1859). Temple & Windsor, Solicitors, 4, Bloomfield-street, London. June 17.

TAYLOR, PAUL, Draper, Holy Cross, Clent, Worcestershire (who died in March, 1860). Reece, Solicitor, 104, New-street, Birmingham. June 30.

WATSON, Sir WILLIAM HENRY, Knight, 11, Eaton-square, Middlesex, and Sudley-lodge, Bognor, Sussex (who died on March 13, 1860). Nelson & Nelson, Solicitors, 11, Essex-street, Strand, London. Aug. 1.

WATSON, SARAH, Widow, 29, Aldermanbury, London (who died on March 12, 1860). Broughton, Solicitor, 48, Finsbury-square. June 30.

FRIDAY, *May* 25, 1860.

ADAMS, GEORGE, Ironmaster, late of Great Barr, and also of Wednesbury, Stafford (who died in or about August, 1857). Charles Best, Solicitor, 98, Newhall-street, Birmingham. July 1.

BROOMFIELD, GEORGE, Dentist, Scarborough, York (who died on or about Sept. 21, 1859). James Townley, Solicitor, Walbrook House, 37, Walbrook, London. July 2.

HODGSON, CHARLOTTE, Widow, Findon, Sussex (who died 1*a* Feb., 1860). Currie & Williams, Solicitors, 32, Lincoln's-inn-fields, London. July 1.

KEDDEL, MARY, Spinster, Waterloo, near Liverpool (who died on August 13, 1859). John Mercer, Solicitor, 8, Billiter-square, London. July 7.

PARKIN, WILLIAM, Farmer & Timber Merchant, Ravensworth, Gateshead, Durham (who died on March 30, 1859.) Ingledew & Daggett, Solicitors, 3, Dean-street, Newcastle-upon-Tyne. July 1.

PIGOT, CHARLES, Solicitor, 24, King-street, Wigan, Lancashire. Pigot & Ambler, Solicitors, Wigan. June 15.

SMITH, HARRIET, Widow, formerly of Hielsberg, near Dresden, and afterwards of St. Leonard's-on-Sea, Sussex, and late of 13, Norfolk-street, Park-lane, Middlesex (who died on Nov. 9, 1859). Parker, Rooke, & Parkers, Solicitors, 17, Bedford-row, Middlesex. Aug. 1.

TINDALL, WILLIAM, Gent., Dover (who died on Nov. 29, 1858.) Knocker, Solicitor, Castle-hill. Dover. July 10.

THORNTON, HILL, Merchant & Manufacturer, Hounslow, Middlesex, Gent., and theretofore of Bradford-street, Birmingham (who died in or about December 1859). Charles Best, Solicitor, 98, Newhall-street, Birmingham. July 1.

THURBURN, ROBERT, Gent., 4, Duchess-street, Portland-place, Middlesex who died at Lyons, France, on April 24, 1860). Payne & Layton, Gresham House, 24, Old Broad-street, London. August 1.

WERRY, MARY, Spinster, Saint Breock, Cornwall (who died on March 14, 1860). Coode, Shilson, & Co., Solicitors, Saint Austell. Cornwall. July 20.

WILLIAMS, JOHN. Littledean-hill, Gloucester (who died on January, 16 1860). Carter & Goold, Solicitors, Newham. June 24.

YATES, THOMAS, Yeoman, late of Exeter-row, and heretofore of Hockley-hill, Birmingham (who died in or about December, 1859). Charles Best, Solicitor, 98, Newhall-street, Birmingham. July 1.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, *May* 25, 1860.

SKINNER, ROBERT, Gent., Bishopsgate-street, London (who died in or about Jan., 1844). Graseman *v.* Skinner, M. R. June 25.

(County Palatine of Lancaster).

AINSCOUGH, ROBERT, Licensed Victualler & Coal Merchant, Liverpool (who died in or about Aug., 1849). Ainscough *v.* Fairbridge & others. June 23.

GRAYSON, WILLIAM, Plumber & Glazier, Liverpool (who died in or about Nov., 1823). Grayson *v.* Grayson. June 21.

REDFEARN, BEN, Glass Manufacturer, Liverpool (who died in or about Nov., 1857). Redfearn & Another *v.* Bromley & Others. June 23.

Assignments for Benefit of Creditors.

TUESDAY, *May* 22, 1860.

GREGORY, THOMAS LEA, Linen Draper, Kingswinford, Staffordshire. May 2. *Trustee*, E. Caldecott, Warehouseman, Cheapside, London. *Sol.* Morris, 6, Old Jewry, London.

HOLTBY, JOHN, Joiner & Builder, Clifton, York. April 28. *Trustees*, T. S. Watkinson, Timber Merchant, York; R. Varvill, Ironmonger, York. *Sols.* Messrs. Seymour, 12, Lendal, York.

JACKSON, JOHN, & JOHN ANDREWS LINCOLN, Worsted Spinners, Leicester (John Jackson & Co.) May 1. *Trustees*, W. Kay, Woolstapler, Bradford, Yorkshire; J. Branston, Woolstapler, Leicester. *Sol.* Stevenson, Leicester.

JOHNSTON, ADAM, Draper, 4, Nelson-terrace, Cardiff, Glamorganshire. May 5. *Trustees*, W. Cousins, Woollen Merchant, High-street, Bristol; W. Mackinlay, Shawl Merchant, Glasgow. *Sols.* Dalton & Spencer, Cardiff.

RICHEY, THOMAS MACAULAY, Mantle Manufacturer, 79 & 79*a*., Watling-street, London. April 30. *Trustees*, T. Kelsey, Trimming Manufacturer, Wilmot-square, Bethnal-green, Middlesex; W. Redfern, Warehouseman, Wood-street, London; E. Girdham, Warehouseman, Watling-street. *Sol.* Morris, 6, Old Jewry, London.

THOMAS, ABRAHAM, Contractor, Liverpool. May 8. *Trustees*, J. Wright, Corn Merchant, J. Atkins, Ship Owner, J. Saunders, Merchant, S. Ashcroft, Provision Merchant, and G. Towers, Horse Dealer, all of Liverpool. *Sol.* Yates, 22, Fenwick-street, Liverpool.

WILMAN, JOHN ABRAHAM, Brush Manufacturer, 73, Kirkgate, Bradford, Yorkshire. April 24. *Trustees*, A. Willey, Grocer, Manningham, Bradford; J. W. Smith, Tinner & Brazier, Bradford. *Sol.* Hutchinson, Bradford.

FRIDAY, *May* 25, 1860.

BANNISTER, HENRY, & SELINA ELIZABETH STEWARD, Glass & Tobacco Dealers, Oldham-street, Manchester. May 22. *Trustee*, J. Steward, Accountant, Heaton Norris, Lancashire. *Sol.* J. Roberts, 42, Fountain-street, Manchester.

COOKE, EDMUND, Tea Dealer & Italian Warehouseman, Oxford-street, Manchester. May 17. *Trustee*, J. Rawson, Public Accountant, Bridgford, Manchester. *Sol.* J. Roberts, Solicitor, 42, Fountain-street, Manchester.

GODFREY, JAMES, Straw Plait Manufacturer, Luton, Bedfordshire. May 2. *Trustees*, W. P. R. Southam, Auctioneer, Dunstable, Bedfordshire; W. Eames, Plait Dealer, Dunstable, Bedfordshire. *Sols.* Medland & Scargill, Dunstable, Bedfordshire.

HOLLIDAY, WILLIAM, JAMES GRAHAM, & JOHN GRAHAM, Drapers & Tea Dealers, Crewe, Chester. May 19. *Trustee*, J. Holliday, Draper, Little Bolton, Lancashire. *Sols.* Greenhalgh & Hall, Acres Field, Bolton, Lancashire.

SCHOLES, SAMUEL, & GEORGE SCHOLES, Silk Manufacturers, Middleton, Lancashire. (S. & G. Scholes.) May 5. *Trustees*, C. H. Preston, Silk Merchant, Manchester; J. Kerr, Accountant, Manchester. *Sols.* Cooper & Sons, 44, Pall-mall, Manchester.

WALKER, SAMUEL JOHN, and SAMUEL DUTTON WALKER, Contractors, Builders, and Marble Masons, Nottingham. (S. J. & S. D. Walker).

May 12. *Trustees*, W. Thickett, Banker's Clerk, Nottingham; G. A. Walker, Gent., Nottingham; J. Whitaker, Public Accountant, Nottingham. *Sols.* Freeth, Rawson, & Brown.

Westley, Martha, Widow, Innkeeper, Wellingborough, Northamptonshire. April 28. *Trustees*, J. M. Vernon, Wine Merchant, Northampton; S. Gibson, Innkeeper, Northampton. *Sols.* Burnham & Son, Wellingborough.

Bankrupts.

Tuesday, *May* 22, 1860.

Bound, William, jun., Corn & Seed Merchant, Hanworthy, Poole, and of Paradise-street, Poole. *Com.* Evans: May 31, at 11; and June 28, at 1; Basinghall-street. *Off. Ass.* Bell. *Sols.* Skilbeck, 19, Southampton-buildings; or Aldridge & Harker, Poole. *Pet.* May 19.

Cook, Louis, Boot & Shoe Manufacturer, 42, Great Cambridge-street, Hackney-road, Middlesex. *Com.* Fane: June 1, at 11.30: and June 29, at 12; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Burr, 12, Paternoster-row. *Pet.* May 16.

Davies, William Watkin, Draper, Cardiff, Glamorganshire. *Com.* Hill: June 5, and July 3, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Davidson, Bradbury, & Co., Weaver's-hall, London; or Bevan, Girling, & Press, Bristol. *Pet.* May 7.

Elliott, Henry, Timber Merchant, Ray-wharf, Maidenhead, Berks. *Com.* Goulburn: June 4, at 2.30; and July 9, at 2; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Buchanan, 1, Walbrook-buildings, City. *Pet.* May 21.

Ferguson, John Stretton, Builder, Nottingham. *Com.* Sanders: June 7 & 26, at 11.30; Nottingham. *Off. Ass.* Harris. *Sols.* Parsons & Son, Nottingham. *Pet.* May 18.

Gardner, Edward, Builder & Carpenter, Primrose-hill, Northampton. *Com.* Goulburn: June 4, at 1.30; and July 9, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* J. & J. H. Linklater & Hackwood, 7, Walbrook, London. *Pet* May 18.

Gibson, Frederick, Baker, Tottenham-road, Kingsland-road, also at Balls Pond-road, Islington, and also King-street, Turk-street, Bethnal-green, Middlesex. *Com.* Holroyd: June 5, at 2; and July 3, at 1; Basinghall-street. *Off. Ass.* Lee. *Sol.* Hilleary, 5, Fenchurch-street. *Pet.* May 17.

Gregg, John Ray, Grocer, Whitehaven, Cumberland. *Com.* Ellison: May 31, and July 18, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Griffith & Crighton, Newcastle upon-Tyne; or Musgrave, Whitehaven. *Pet.* May 19.

Holland, Thomas, Manufacturer of Hosiery, Godalming, Surrey. *Com.* Evans: May 31, at 1.30; and June 28, at 2; Basinghall-street. *Off. Ass.* Bell. *Sols.* Parker & Lee, 18, St. Paul's-churchyard. *Pet.* May 21.

Jackson, George Vernon, Commission Merchant, 6, New Broad-street, London (Jackson & Co.) *Com.* Holroyd: June 5, at 1; and July 3, at 12; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Perry, 2, Guildhall-chambers, Basinghall-street, London. *Pet.* May 10.

Pizzala, Francis Augustus, & Matthew Charles Greene, Looking-glass Manufacturers, 19, Hatton-garden, Middlesex. *Com.* Fonblanque: May 30, at 12.30; and June 27, at 2; Basinghall-street. *Off. Ass.* Graham. *Sols.* Lawrence, Smith, & Fawdon, 12, Bread-street, Cheapside, London. *Pet.* May 18.

Pooley, John, Contractor & Builder, Liverpool, and Peterborough. *Com.* Perry: May 29, and June 25, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Neal & Martin, Orange-court, Castle-street, Liverpool, *Pet.* May 18.

Sampson, Paul, Boot & Shoe Maker, Hythe, Kent. *Com.* Fane: June 8, at 12; and July 6, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Walters & Son, 36, Basinghall-street. *Pet.* May 21.

Wenham, William, Dealer in Foreign Fancy Goods, 71, Cannon-street West, London (W. Wenham & Co.) *Com.* Fonblanque: May 30, at 1.30; and July 3, at 12: Basinghall-street. *Off. Ass.* Graham. *Sol.* Speyer, 30, Broad-street-buildings, London. *Pet.* May 19.

Friday, *May* 25, 1860.

Bell, Alexander Dalrymple & Emil Brassert, Silk Fringe & Trimming Manufacturers & Importers, 7, Goldsmith-street, London. *Com.* Goulburn: June 7, at 11, and July 9, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Lawrance, Plews, & Boyer, 14, Old Jewry-chambers, Old Jewry, London. *Pet.* May 22.

Hodge, Jonathan, Silversmith, Watchmaker, Jeweller, & Ironmonger, Helston, Cornwall. *Com.* Andrews: June 8, and July 4, at 1; Exeter. *Off. Ass.* Hirtzel. *Sols.* Plomer, Helston, or Clarke, Gandy-street, Exeter. *Pet.* May 24.

Hunter, William, Ship Joiner & Carpenter, 80, Three Colt-street, Limehouse, Middlesex. *Com.* Fonblanque: June 6, at 1.30, and July 4, at 12; Basinghall-street. *Off. Ass.* Graham. *Sol.* Strong, 44, Jewin-street, Cripplegate, London. *Pet.* May 25.

Hook, Stephen, Grocer, Cheesemonger, & Draper, Farningham, Dartford. *Com.* Holroyd: June 5, at 2.30, and July 3, at 1.30: Basinghall-street. *Off. Ass.* Edwards. *Sol.* Nichols & Clark, 9, Cook's-court, Lincoln's-inn, London. *Pet.* May 21.

Johnson, John, & Charles Suckling Gilman, Boot & Shoe Factors, Manufacturers, & Merchants, Red Cross-street, Barbican, London, of Hackney-road-crescent, Hackney-road, Middlesex, and of Norwich (Johnson, Gilman & Co.) *Com.* Evans: June 5, at 11; and July 5, at 12; Basinghall-street. *Off. Ass.* Bell. *Sols.* Linklaters & Hackwood, Walbrook, London. *Pet.* May 22.

M'Swiney, Eugene, Merchant, 150, Fenchurch-street, London. *Com.* Goulburn: June 4, at 11.30; and July 16, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Reyroux & Bromehead, 91, Cannon-street, City. *Pet* May 19.

Parker, George Hyde, Grocer & Tea Dealer, 185, High-street, Southwark, Surrey. *Com.* Fonblanque: June 6, at 12.30; and July 3, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* Walter & Moojen, 8, Southampton-street, Bloomsbury, London. *Pet.* May 15.

Perry, Michael, Passe-Partouts Manufacturer, 11 & 12, Bloomsbury-market, Oxford-street, Middlesex. *Com.* Fane: June 8, at 2; and July 6, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sol.* Levy, 29, Henrietta-street, Covent-garden. *Pet.* May 24.

Robbins, Alfred, Builder, Newport, Monmouthshire. *Com.* Hill: June 5, and July 3, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Blakey, Newport; or Henderson, Bristol. *Pet.* May 23.

Sexton, Horace Watling, Builder, Bricklayer, & Carpenter, now of St. Andrew's-hall Plain, Norwich, but late of Lower Westwick-street, Norwich. *Com.* Evans: June 7, at 1; and June 28, at 11; Basinghall-street. *Off. Ass.* Johnson. *Sols.* Storey, 17, Featherstone-buildings, Holborn; or Mendham, Norwich. *Pet.* May 21.

Tootal, Frederick Henry, Wine & Spirit Merchant, Carlton-buildings, Cooper-street, Manchester. *Com.* Jemmett: June 6 & 29, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Atkinson & Herford, Norfolk-street, Manchester. *Pet.* May 14.

Tyler, Robert Luke, Wine Merchant, Spalding, Lincolnshire. *Com.* Sanders: June 14, & July 5, at 11; Nottingham. *Off. Ass.* Harris. *Sols.* Brown & Son, Lincoln. *Pet.* May 22.

West, George, Mast & Block Maker & Ship Owner, 265, Wapping, Middlesex. *Com.* Holroyd: June 5, at 1.30; & July 3, at 2; Basinghall-street. *Off. Ass.* Lee. *Sol.* W. Stevens, 6, Queen-street, Cheapside, London. *Pet.* May 21.

Wilson, George, Clock & Watch Maker, & Dealer in Jewellery, Lincoln. *Com.* Ayrton: June 6, & July 4, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Brown & Son, Lincoln. *Pet.* May 23.

Winwood, Thomas, Grocer & Tea Dealer, Neath, Glamorganshire. *Com.* Hill: June 5, & July 3, at 11; Bristol. *Off. Ass.* Miller. *Sols.* M. Brittan & Sons, Bristol. *Pet.* May 9.

MEETINGS FOR PROOF OF DEBTS.

Tuesday, *May* 22, 1860.

Ashfield, William Toovey, Lithographic & Copper Plate Printer, 5 & 6, Church-street, Lambeth, Surrey. June 13, at 12.30; Basinghall-street.—Bensusan, Menahem Levy, Samuel Levy Bensusan, Jacob Levy Bensusan, & Joshua Levy Bensusan, Merchants, 6, Magdalen-row, Great Prescott-street, Goodman's-fields, Middlesex (M. L. Bensusan & Co.) June 13, at 12; Basinghall-street. — Bothwell, Samuel, Builder, Dorking, Surrey. June 2, at 12; Basinghall-street.—Bowden, Mark, Flint Glass & Looking-glass Manufacturer & Glass Cutter, Bristol (Bowden & Co) June 14, at 11; Bristol.—Davidson, Samuel, & Adolph Kauter, Importers of Foreign Merchandise & General Merchants, 14, St. Mary Axe, London (Davidson, Pfahl, & Co.) May 31, at 1; Basinghall-street.—Davies, Charles Wynne, Licensed Victualler, Brownlow-street, Holborn, Middlesex. June 13, at 11.30; Basinghall-street.—Freeman, George, & Henry Bentley Wrixon, Lead & Glass Merchants, Blenheim-street, Oxford-street, Middlesex (G. D. Alderson & Co.) June 15, at 11.30; Basinghall-street.—Kynnersley, William, & Henry Kynnersley, Millers, Tatenhall, Staffordshire. June 28, at 11; Birmingham.—Meredith, Lewis, Grocer, Hop & Seed Dealer, Shrewsbury and Church Stretton, Salop. June 18, at 11; Birmingham.—Pearse, John, Licensed Victualler & Livery Stable Keeper, Worcester. June 28, at 11; Birmingham.—Pinkess, Joseph, Oil & Colourman, Liverpool. June 19, at 11; Liverpool.—Stainsby, Peter, Smelter & Manufacturer, Salvadore House, Bishopsgate-street, London, and of Pontesford, near Shrewsbury, and of Parson's-green, Fulham. June 15, at 12; Basinghall-street.—Stevenson, Samuel, Dea er in Yarns, Leicester. June 21, at 11; Nottingham.—Warwick, Charles, Fancy Dress Warehouseman, 46½, Friday-street, Cheapside, London (Charles Warwick, jun., & Co.) June 12, at 12; Basinghall-street.—Waters, Edmond Thomas, Merchant & Underwriter, Old South Sea House, London. June 13, at 12; Basinghall-street.—Welldon, Elizabeth, Butcher & Dealer in Meat, Cambridge. June 13, at 11; Basinghall-street. Weston, Thomas, Plumber, Painter, & Glazier, Southampton. June 15, at 11; Basinghall-street.—White, Matthew, Merchant, Finsbury-square. June 15, at 11; Basinghall-street.—Whitmore, Felix, Brewer, Lambeth, Surrey. June 13, at 1; Basinghall-street.—Williams, Roger Hesketh Fleetwood, & Matson Wilson, Merchants, Liverpool. June 13, at 11; Basinghall-street.—Winton, Alexander, David Winton, & James Webber, Warehousemen, Wood-street, Cheapside. June 13, at 1; Basinghall-street.

Friday, *May* 25, 1860.

Bailey, Hansell, Cabinet Maker, Upholsterer, & Undertaker, Cheltenham. June 21, at 11; Bristol.—Beesley, Richard George, Cotton Spinner, Cotton Twist & Weft Dealer, Yarn Merchant, Cotton, Thread, & Yarn Doubler, Agent, & Commission Agent, Corporation-street, Manchester. June 15, at 12; Manchester.—Cohn, John Henry, East India & General Merchant, 2, Riches-court, Lime-street, London. June 13, at 12; Basinghall-street.—Craven, John, & Thomas Craven, Glue Makers, Rothwell, Yorkshire. June 25, at 11; Leeds.—Hill, Edward Ellis, Merchant & Broker, Liverpool. June 19, at 11: Liverpool.—Holgate, Thomas, Grocer, Bradford. June 25, at 11; Leeds.—Meyer, Edward Simeon, & Thomas George Brownsmith, Fringe Manufacturers, 22, Bedford-street, Covent-garden, Middlesex (Meyer & Brownsmith). June 16, at 1; Basinghall-street.—Millar, Richard, jun., & Edward Lamburn Manns, Wholesale & Export Oilmen, 10, Primrose-street, Bishopsgate, London. June 16, at 12; Basinghall-street.—Sneezum, Thomas, Builder, 6, Rupert-street, Coventry-street, Middlesex. June 18, at 12; Basinghall-street.—Springbett, William, & Thomas Springbett, Wine & Beer Merchants, 11, Leadenhall-street, London, and 3, Charlotte-row, Walworth-road, Surrey (Springbett, Brothers). June 18, at 1; Basinghall-street.—Stevenson, Charles, Builder, 6, Howley-place, Paddington, Middlesex. June 18, at 2; Basinghall-street. — Stone, Michael John, Grocer, Abingdon, Berks. June 18, at 1; Basinghall-street.—Taylor, William Hannis, Stave Manufacturer and Dealer in Timber, formerly of the Square Shot Tower, Commercial-road, Lambeth, Surrey, but now of 186, Piccadilly, Middlesex. June 18, at 11; Basinghall-street. — Varty, Joseph, Merchant, St. Paul's-churchyard, London (Joseph Varty & Co.) June 18, at 11; Basinghall-street.—White, Robert Dennis, & John Gregory, East India Army Agents and Bankers, 11, Haymarket, Middlesex, and trading with James Fortescue Harrison & Arthur Kay King, East India Army Agents & Bankers, at Calcutta (White & Co.). June 16, at 12; Basinghall-street.—Wright, John, Corn & Coal Merchant, Northampton. June 18, at 2; Basinghall-street.

CERTIFICATES.

To be allowed, *unless Notice be given, and Cause shown on Day of Meeting.*

Tuesday, *May* 22, 1860.

Blackmore, James, Builder, Wellington, Somersetshire. June 27, at 1; Exeter.—Hawke, Philip, Brickmaker, Kinson Lodge, near Poole, Dorsetshire. June 27, at 1; Exeter.—Langridge, Christopher, & Joseph Midgley, Drysalters, Manchester. June 13, at 12; Manchester.—Murrells, Thomas, Stationer, Brighton. June 14, at 12; Basinghall-street.—Pavia, Charles, Merchant, 51, Lime-street, London. June 13, at 1; Basinghall-street.

Friday, *May* 25, 1860.

Booth, Joseph Balmforth, Draper, Elland, York. June 18, at 11; Leeds.—Boyd, Isaac, Silk Manufacturer, 20, Spital-square, Middlesex. June 16, at 12; Basinghall-street. — Chandler, Kenelm, Builder, Albert-road South, Norwood, Surrey. June 15, at 11; Basinghall-street.—

MILLS, GEORGE FREDERICK, Innkeeper, Tamworth, Warwick. June 25, at 11; Birmingham.—OLDROYD, JOSEPH, Blanket Manufacturer, Batley, York. June 18, at 11; Leeds.—SMITH, HENRY JOSEPH, Corn Dealer, Newbury, Berks. June 15, at 11.30; Basinghall-street.—STRANGE, HENRY, Plumber, Painter, and Glazier, Paper Hanger, Newent, Gloucester. June 19, at 11; Bristol.—UNWIN, WILLIAM HENRY & JOSEPH GREENWOOD, Builders, Henry-street, Limehouse, Middlesex, late of Sheen Mount, East Sheen (Unwin & Greenwood). June 16, at 1; Basinghall-street.

To be DELIVERED, *unless* APPEAL *be duly entered.*

TUESDAY, *May* 22, 1860.

BRACEWELL, WILLIAM, Cotton Spinner, Coates, near Barnoldswick, Yorkshire. April 27, 3rd class, subject to a suspension for three months.—KEENOR, GRACE, & SOPHIA BAILLIE, Milliners & Straw Bonnet Makers, 185, Fore-street, Exeter (Keenor & Baillie). May 16, 3rd class.—LANE, JAMES, Mining Share Broker, 3, Kingsland-place, Kingsland-road, Middlesex, and 29, Threadneedle-street, London. May 12, 2nd class.—PRIESTLEY, LISTER, Commission Agent & Merchant, Heckmondwike, Yorkshire. April 27, 3rd class, subject to a suspension for two years.—SIMONS, GEORGE, & MOSES SIMONS, Watch Manufacturers, 49, King's-square, Goswell-road, Middlesex (G. & M. Simons). May 15, 3rd class.—STEPHENS, HENRY, Innkeeper, Honiton-inn, Paris-street, Exeter. May 16, first class.—WILSON, THOMAS, Farmer & Commission Agent, Wickersley, Rotherham. April 28, third class.—WORRALL, WILLIAM, Grocer, West Melton, Wath, Yorkshire. April 28, 3rd class.

FRIDAY, *May* 25, 1860.

BAILEY, HANSELL, Cabinet Maker, Upholsterer & Undertaker, Cheltenham. May 22, first class.—BOWDEN, MARK, Flint Glass & Looking Glass Manufacturer & Glass Cutter, Bristol (Mark Bowden & Co.) May 22, 1st class.—BRAME, WILLIAM RAWSON, & JOHN BRAME, jun., Printers, Birmingham. May 21, 3rd class.—EVANS, EDWARD, Draper, Wednesbury, Staffordshire. May 21, 3rd class, after a suspension of 3 months.—FREEMAN, GEORGE, & HENRY BENTLEY WRIXON, Lead & Glass Merchants, Blenheim-street, Middlesex (G. D. Alderson & Co.) May 18, 2nd class to G. Freeman.—GRAY, JAMES WILLIAM, Builder, Shrewsbury-villas, Talbot-road, Paddington, Middlesex. May 14, 3rd class, after a suspension of 12 months from Sept. 2, 1859.—HOLGATE, THOMAS, Grocer, Bradford. May 21, 3rd class.—JOHNSON, WILLIAM, Leather Dealer, Shrewsbury. May 21, 3rd class.—LOWNDES, LEVI, Draper, Abergavenny, Monmouthshire. May 22, 1st class.—PEPPER, THOMAS, Wheelwright & Timber Merchant, Mountfield, Sussex. May 18, 2nd class.—PRICE, CHRISTOPHER, Butcher, Dudley-street, Wolverhampton. May 21, 3rd class.—STAIT, FRANCIS HENRY, Baker, Cardiff. May 22, 2nd class.—THORPE, WILLIAM JACOB, Painter, Plumber, & Glazier, Commercial-road, New Peckham, Surrey. May 18, 2nd class.—WHITE, GEORGE CHAMBERS, Brewer & Spirit Merchant, Donington, Lincolnshire. May 22, 3rd class, after a suspension of three months.—WRIGHT, THOMAS, Builder, Saffron Walden, Essex. May 18, 2nd class.—FREEMAN, GEORGE & HENRY BRENTLEY WRIXON, Lead & Glass Merchants, & Pewterers, Blenheim-street, Oxford-street, Middlesex (G. D. Alderson & Co). May 18, 1st class to H. B. Wrixon.

Scotch Sequestrations.

TUESDAY, *May* 22, 1860.

FAIRWEATHER, WILLIAM, late of Balluderon, formerly of Perth-road, Dundee, afterwards of Balluderon, Tealing, Forfarshire, May 29, at 12; Royal Hotel, Dundee. *Seq.* May 17.

FERGUSON, JAMES, Grocer, Dumfries. June 2, at 12; Commercial-road, Dumfries. *Seq.* May 19.

HAY, JAMES, Builder, Eglinton-street, Glasgow. May 29, at 12; Faculty-hall, St. George's place, Glasgow. *Seq.* May 19.

KINLOCH, ALEXANDER, Carter, Alexandria, Bonhill, Dumbarton. May 5, at 1 Elephant Hotel, Dumbarton. *Seq.* May 17.

M'GREGOR, MERRY, & Co., Shawl & Carpet Printers, Kilmarnock, and JOHN MERRY, jun., & PETER M'GREGOR, individual partners of the said company. May 20, at 1; George Hotel, Portland-street, Kilmarnock. *Seq.* May 19.

WILSON, JOSEPH HOLMES, Ship Store Dealer & Grocer, Ardrossan. June 1, at 2; King's Arms Hotel, Ayr. *Seq.* May 19.

FRIDAY, *May* 25, 1860.

ADAM, JAMES, Chronometer, Watch, and Nautical Instrument Maker, Dundee. June 2, at 11; British Hotel, Dundee. *Seq.* May 21.

BLAIKIE, JOHN, Advocate, Aberdeen, a partner of the firm of John & Anthony Blaikie, Advocates, Aberdeen, and as an individual. June 1, at 12; Royal Hotel, Aberdeen. *Seq.* May 22.

MARSHALL, ROBERT, Coal Merchant & Contractor, Renfrew. June 4, at 12; Faculty-hall, St. George's-place, Glasgow. *Seq.* May 23.

MITCHELL, JOHN, & Co., Distillers, Glasgow, and Patrick Dawson, Distiller, Glasgow, sole partner. June 5, at 12; Faculty hall, St. George's-place, Glasgow. *Seq.* May 22.

LOCKHART, JOHN, Carrier & Dairyman, Wishaw, Cambusnethan, Lanarkshire. May 31, at 2; Commercial Inn, Wishaw, (Clarke's). *Seq.* May 17.